

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. 3. SOLICITATION NO. NNJ07175222R 4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) 5. DATE ISSUED December 4, 2007 6. REQUISITION/PURCHASE NO.

7. ISSUED BY CODE BT 8. ADDRESS OFFER TO (if other than item 7)
 NASA Lyndon B. Johnson Space Center
 BT/Tim Boyes
 2101 NASA Parkway
 Houston, TX 77058-3696

4200180694
APPROVED
Timothy A. Boyes
 NASA PROCUREMENT OFFICER
 6/13/08
 DATE

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"
SOLICITATION
 9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, at the Lyndon B. Johnson Space Center, until **2:00 p.m.**, local time, on **January 29, 2008**. 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 **2:00 p.m.**, local time, on **January 11, 2008**. For further information, see Provision L.12 for delivery instructions and Provision L.18 for due dates and time. CAUTION - LATE Submissions, Modifications, and Withdrawals: See Provision L.2 (52.215-1). All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: **A. NAME** Tim Boyes **B. TELEPHONE NO. (NO COLLECT CALLS)** AREA CODE 281 NUMBER 483-1838 EXT. **C. EMAIL ADDRESS** timothy.a.boyes@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 0% 20 CALENDAR DAYS 0% 30 CALENDAR DAYS 0% CALENDAR DAYS 0%

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

AMENDMENT NO	DATE	AMENDMENT NO	DATE
1	12/19/07	4	1/9/08
2	12/19/07	5	1/16/08
3	1/8/08	6	1/23/08

15. NAME AND ADDRESS OF OFFEROR CODE 1E8F5 FACILITY Booz Allen Hamilton Inc 2525 Bay Area Blvd, Suite 290, Houston, TX 77058-1558 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) William G. Bastedo

15B. TELEPHONE NO. (Include area code) (281) 488-6750 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE 17. SIGNATURE *William G. Bastedo* 18. OFFER DATE 1/29/2008

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 Clause G.3

24. ADMINISTERED BY (if other than item 7) CODE 25. PAYMENT WILL BE MADE BY see G.3 (b)(1) CODE

26. NAME OF CONTRACTING OFFICER (Type or print) Tim Boyes 27. UNITED STATES OF AMERICA *Tim Boyes* (Signature of Contracting Officer) 28. AWARD DATE 6/13/08

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

NONE INCORPORATED BY REFERENCE

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

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

NONE INCORPORATED BY REFERENCE

(End of clause)

B.2 DESCRIPTION OF WORK

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

(End of clause)

B.3 CONTRACT PHASE-IN (FIRM FIXED PRICE)

B4

(End of clause)

B.4 1852.216-74 ESTIMATED COST AND FIXED FEE (DEC 1991) (Applicable only to cost reimbursement)

The estimated cost of this contract is (refer to Clause B.11 Contract Line Item Number (CLIN) 2) exclusive of the fixed fee of (refer to Clause B.11 CLIN 2). The total estimated cost and fixed fee is (refer to Clause B.11 CLIN 2).

(End of clause)

B.5 1852.216-78 FIRM FIXED PRICE (DEC 1988) (Applicable only to fixed price)

The total firm fixed price of this contract is (refer to Clause B.11 CLIN 3).

(End of clause)

B.6 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989) (Applicable only to fixed price)

(a) Of the total price for CLIN 1 and 3, the sum of \$ -0- is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

B4

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until GFI.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the

work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

B.7 1852.232-81 CONTRACT FUNDING (JUN 1990) (Applicable only to cost reimbursement)

b4

(End of clause)

B.8 MINIMUM/MAXIMUM IDIQ POTENTIAL CONTRACT VALUE (Applicable to cost reimbursement and fixed price task orders)

- a) In accordance with clause I.6 "Indefinite Quantity" paragraph (b), the guaranteed minimum amount of work which may be required under this contract is b4 and the maximum amount of work which may be required under this contract is b4. This amount includes cost, fee, and price. 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.
- b) In order to accommodate upward fluctuations of workload requirements during the performance period of this contract, the maximum NTE amount may be adjusted unilaterally by the Contracting Officer on an annual basis. The amount of the adjustment shall not exceed b4 of the total of the NTE maximum contract value. In no event shall the total cumulative adjustments to the NTE exceed

b4

(End of clause)

B.9 RATE TABLE FOR PRICING TASK ORDERS (Applicable only to cost reimbursement)

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. All labor rates are composite contractor team fully burdened, exclusive of fee. The bottom of the table allows indirect rates to be applied to any non-labor resources as required by task order, if applicable. For example, an application of a material handling rate on materials. Finally, this table includes a line for a maximum fee rate percent that may be proposed on task orders.

Item #	Labor Category	Unit	Base		Option 1	Option 2	Option 3
			Contract Year 1 Rate	Contract Year 2 Rate	Contract Year 3 Rate	Contract Year 4 Rate	Contract Year 5 Rate

b4

(End of clause)

B.10 RATE TABLE FOR PRICING FIXED PRICE 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 fixed price for each IDIQ Task Order. All labor rates are composite contractor team fully burdened, exclusive of profit. The bottom of the table allows indirect rates to be applied to any non-labor resources as required by task order, if applicable. For example, an application of a material handling rate on materials. Finally, this table includes a line for a maximum profit rate percent that may be proposed on task orders.

Item #	Labor Category	Unit	Base		Option 1	Option 2	Option 3
			Contract Year 1 Rate	Contract Year 2 Rate	Contract Year 3 Rate	Contract Year 4 Rate	Contract Year 5 Rate

b4

b4

(End of clause)

B.11 CURRENT CONTRACT VALUE AND FUNDING

The contract phase in and IDIQ portions current contract value and funding are broken out as follows:

b4

(End of clause)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Introduction

The Constellation Program Office (CxPO), located at Johnson Space Center in Houston, Texas, was established by NASA Headquarters Exploration Systems Mission Directorate (ESMD) to manage, develop, and integrate the flight and ground infrastructure and systems required to enable continued human access to space, after the Space Shuttle retirement, and for future crewed missions to the Moon, Mars, and beyond. In accordance with Agency policy, NASA will be the prime or lead system integrator for the Constellation Program.

In support of the Constellation Program, the contractor shall provide the necessary resources to conduct engineering tasks in support of the Constellation Program Systems Engineering and Integration, Test and Evaluation, and appropriate other Level 2 offices. Tasks include the definition, analysis, assessment, engineering study and documentation of operations concepts, technical and programmatic requirements and processes, and system implementations in support of NASA-led activities. The results of these tasks will be provided to the Government for their consideration and all decision-making for establishing the Program requirements, concepts, processes, and implementation is solely the responsibility of the Government. These tasks will require working with the Constellation Program and Project Offices, other NASA Centers, and other contractor organizations.

1.0 Scope of Work

1.1 Systems Engineering and Integration (SE&I)

1.1.1 Process, Requirements and Interface Management

- 1.1.1.1 The contractor shall identify, derive, manage and maintain Constellation Program and Project requirements, including, but not limited to, the development and maintenance of architectural and interface requirements between Constellation and external entities per the CxP 70016, Requirements Engineering Management Plan (REMP) or CxP 70062, Interface Control Plan (ICP) as appropriate. CxP 70158, Requirements and Interface Management Plan (RIMP) will replace these two documents once it has been baselined.
- 1.1.1.2 The contractor shall perform assessments to demonstrate consistency between the CxP 70000, Constellation Architectural Requirements Document (CARD) and Constellation Project System Requirements Documents (SRD) requirements.
- 1.1.1.3 The contractor shall perform functional analysis, including, but not limited to, the creation of a functional analysis model and development of N² diagrams.
- 1.1.1.4 The contractor shall collect, coordinate and provide input into the CxP 70007, Constellation Design Reference Missions and Operational Concepts document.
- 1.1.1.5 The contractor shall incorporate requirements, functional analysis, and the operational concepts and products. into the Requirements Management Database (currently 3SL Cradle EXPL database, and publish appropriate documentation, as required.
- 1.1.1.6 The contractor shall coordinate and manage traceability between stakeholders (ESMD), Program and Project requirements demonstrated as linkages within Cradle EXPL, or designated database. This consists of, but is not limited to coordinating with the NASA HQ office representatives to ensure the correct allocation and leveling of requirements, as well as the proper allocation of the ESMD objectives defined in the CxP 70003, Program Management Plan, Annex 1: Constellation Program Plan, Annex1: Need, Goals and Objectives (NGO).
- 1.1.1.7 The contractor shall identify and maintain Constellation Program standards and applicable documents.

- 1.1.1.8 The contractor shall provide updates to the Constellation Program Document Tree, Specification Tree and Product Tree as detailed in the CxP 70072, Management Systems Plan, Annex 2: Document Tree, Specification Tree and Product Tree.
 - 1.1.1.9 The contractor shall develop, maintain, and adhere to the processes described in CxP 70158, Constellation Program Requirements and Interfaces Management Plan (RIMP). Processes contained in CxP 70158 shall be derived from CxP 70016, Requirements Engineering Management Plan (REMP) and CxP 70062, Interface Control Plan (ICP).
 - 1.1.1.10 The contractor shall perform vertical and horizontal traceability of requirements within the product line and generate requirements traceability reports.
 - 1.1.1.11 The contractor shall document and maintain the interface definition within the appropriate Interface Definition Documents (IDD), Memoranda of Understanding (MOU), and Interface Control Documents, per CxP 70016, Requirements Engineering Management Plan (REMP) or CxP 70062, Interface Control Plan (ICP) as appropriate. CxP 70158, Requirements and Interface Management Plan (RIMP) will replace these two documents once it has been baselined.
 - 1.1.1.12 The contractor shall define, document and maintain the Constellation Program systems engineering and integration processes in CxP 70013, Constellation Program Systems Engineering Management Plan (SEMP).
 - 1.1.1.13 The contractor shall integrate and assure compatibility among the Constellation technical and management processes, including those developed by other Constellation Program organizations.
 - 1.1.1.14 The contractor shall maintain and provide operational support for the Requirements Management Database, using the Program-selected requirements software application (the current baseline tool is the 3SL CRADLE tool).
 - 1.1.1.15 The contractor shall perform Requirements Management Database integrity checks, audits, schema updates and expert support.
 - 1.1.1.16 The contractor shall develop and maintain documentation, such as user's guides and work instructions to ensure consistent and efficient use of the Requirements Management Database.
 - 1.1.1.17 The contractor shall define the process for identifying and managing the Constellation Program Technical Performance Measurements, the tools to support the process and facilitate process execution.
 - 1.1.1.18 The contractor shall define the requirements for the Requirements Management Database and supporting tool requirements.
 - 1.1.1.19 The contractor shall identify and define the Systems Engineering and Integration metrics.
 - 1.1.1.20 The contractor shall provide training in the use of the database tool, as required.
 - 1.1.1.21 The contractor shall perform audits of the Program and Projects to assess compliance with CxP 70013, System Engineering Management Plan.
 - 1.1.1.22 The contractor shall plan the definition of interface verification requirements as documented in Constellation Program Interface Requirements Documents, joint test plans and bilateral data exchanges.
 - 1.1.1.23 The contractor shall support the development of program level integration plans to document the interface and integration verification activities.
 - 1.1.1.24 The contractor shall track interface requirements verification and testing status, including metrics.
- 1.1.2 Analyses, Trades and Architecture**
- 1.1.2.1 The contractor shall perform analyses to define, assess, verify and validate requirements, implementation, and operations of the Constellation architecture.
 - 1.1.2.2 The contractor shall perform trades and assessments of varying architectures in support of the Government-defined baseline architectures. This effort consists of using the Integrated Program Model (IPM) to assess architectures based on schedule, performance, cost, and risk. The IPM is a mathematical representation of the baseline Constellation program expressed by an integrated set of user-developed models.

- 1.1.2.3 The contractor shall perform trade studies and analyses of conceptual notions and designs of future human exploration systems in support of the Constellation Program future planning activities. This includes lunar surface systems as well as future Mars transportation and surface exploration systems.
- 1.1.2.4 The contractor shall include performance, cost, risk, and schedule analysis in all conceptual design assessments.
- 1.1.2.5 The contractor shall develop and maintain CxP 70009, Constellation Program System Integrated Analysis Plan (SIAP).
- 1.1.2.6 The contractor shall support the development of analysis plans for the Integrated Design Analysis Cycle (IDAC) and measure compliance with CxP 70009, Constellation Systems Integrated Analysis Plan (SIAP).
- 1.1.2.7 The contractor shall support the identification of options, development, usage, and sustainment of an analysis tracking database to track the analysis tasks against resources allocated.
- 1.1.2.8 The contractor shall support development of the IDAC analysis summary report and out brief presentation.
- 1.1.2.9 The contractor shall perform an assessment of the Constellation implementation of the SIAP during the IDACs and recommend process improvements based on lessons learned.
- 1.1.2.10 The contractor shall identify, prioritize, monitor and track Constellation Program and Project integrated trade studies and analysis.
- 1.1.2.11 The contractor shall identify and prioritize usage of the Columbia Supercomputer for integrated trade studies and analysis.
- 1.1.2.12 The contractor shall present the status of IDAC activities at each regularly scheduled period throughout the IDAC.
- 1.1.2.13 The contractor shall define, develop and maintain integrated architecture databases.
- 1.1.2.14 The contractor shall develop and maintain the baseline architecture in the CxP 70077, Constellation Program Architecture Description Document (ADD).
- 1.1.2.15 The contractor shall develop, configuration manage, and maintain integrated architecture and interface drawings and document in the CxP 70077, ADD, Annex 2: Constellation Program Drawing Tree. Drawings shall be produced per ASME Y14.100-2004 Engineering Drawing Practices, ASME Y14.41-2003 Digital Product Definition Data Practices, ASME Y14.24 Types and Applications of Engineering Drawings, ASME Y14.34M Associated Lists, and ASME Y14.35 Revision of Engineering Drawings and Associated Documents.
- 1.1.2.16 The Contractor shall assist the Government in the verification and validation of architecture data before population into the Constellation Architecture.
- 1.1.2.17 The contractor shall support architectural level integration activities across the Program.
- 1.1.2.18 The contractor shall establish and conduct technical interchange meetings (TIMs) to gather subject matter expert (SME) information and data required for development, alignment, and analysis of architectures, requirements, and processes, and to report progress.
- 1.1.2.19 The contractor shall develop and maintain the analytical reference architecture in the CxP 70012, Reference Architecture Document (RAD) in support of design analysis cycles defined in the CxP 70009, SIAP.
- 1.1.2.20 The contractor shall conduct Constellation Mission Model analysis to determine if the NASA reference configurations can perform the intended Design Reference Missions (DRMs) and operational concepts as described in CxP 70007.
- 1.1.2.21 The contractor shall assess multi-discipline issues identified through the IDAC analysis and provide recommendations for resolution.
- 1.1.2.22 The contractor shall perform architecture level resource assessments.
- 1.1.2.23 The contractor shall develop and maintain analysis tools consistent with the Constellation Program Verification, Validation, and Accreditation (VV&A) processes described in CxP 70075, CxP Modeling and Simulation Support Plan.

- 1.1.2.24 The contractor shall conduct Verification, Validation, and Accreditation (VV&A) of the models used to support key program decisions per the VV&A processes described in CxP 70075, CxP Modeling and Simulation Plan.
- 1.1.2.25 The contractor shall collect, integrated, and provide reports on the Program Technical Performance Measures (TPMs).
- 1.1.2.26 The contractor shall provide integration support to the Constellation Analysis and Requirements Traceability (CART) Process

1.1.3 Software & Avionics Integration

- 1.1.3.1 The contractor shall develop and maintain CxP 70075, Integrated Modeling and Simulation Support Plan (MSSP) for the management and integration of Program and Project models, simulations and associated products.
- 1.1.3.2 The contractor shall develop and assess compliance with modeling and simulation requirements and standards.
- 1.1.3.3 The contractor shall identify modeling and simulation tools and provide tool selection recommendations.
- 1.1.3.4 The contractor shall support the implementation of the MSSP by gathering, validating, and storing models and simulations in the Constellation Integrated Build Tool (IBT).
- 1.1.3.5 The contractor shall support the collection, storage, and execution of the VV&A process for Constellation simulation data according to the Constellation VV&A process and the Data Architecture Plan.
- 1.1.3.6 The contractor shall develop and maintain the Data Architecture Plan and associated data model for the identification, management and integration of Program and Project data elements.
- 1.1.3.7 The contractor shall identify data modeling tools and provide tool selection recommendations.
- 1.1.3.8 The contractor shall support the definition, design, development and execution of the Constellation Integrated Build Tool (IBT).
- 1.1.3.9 The contractor shall develop integrated avionics and software test and verification requirements objectives, plans and agreements.
- 1.1.3.10 The contractor shall develop and implement hardware and software integration and test strategies covering early development through certification and sustaining engineering phases of the life cycle.
- 1.1.3.11 The contractor shall develop integrated plans for development and execution of avionics and software integrated testing, incorporating the development and use of avionics laboratories, communications infrastructure, and development, flight and qualification test articles.
- 1.1.3.12 The contractor shall perform requirements definition, engineering analyses and trade studies and systems engineering and integration in the areas of, but not limited to Computing Systems and Interoperability.
- 1.1.3.13 The contractor shall support definition, development and execution of joint integrated testing.

1.1.4 Program Technical Integration

- 1.1.4.1 The contractor shall develop analysis and engineering plans, perform feasibility studies and conduct engineering analyses and trade studies.
- 1.1.4.2 The contractor shall perform technical assessments of requirements (architecture, system, interface), including, but not limited to, the derivation of functional requirements and performance, requirements verification and validation and requirements flow down.
- 1.1.4.3 The contractor shall define, develop and maintain architecture level design and construction standards.
- 1.1.4.4 The contractor shall perform technical assessments of design and operational implementations, in order to achieve an optimized Constellation architecture, balancing performance, schedule, and cost with an acceptable level of programmatic risk.

- 1.1.4.5 The contractor shall perform individual and integrated analyses to assess commonality, interchangeability, interoperability, survivability, supportability, reliability, maintainability, operability, affordability and safety.
- 1.1.4.6 The contractor shall define, develop, monitor and report Technical Performance Measures (TPMs).
- 1.1.4.7 The contractor shall define, develop, monitor and report Managed Margins in the CxP 70014, Constellation Program Margin Management Plan.
- 1.1.4.8 The contractor shall perform Integrated Hazards Analyses and develop Hazard Reports in accordance with the CxP 70038, Constellation Program Hazard Analyses Methodology document.
- 1.1.4.9 The contractor shall perform Failure Modes and Effects Analysis and develop Critical Item List retention rationale in accordance with the CxP 70043, Constellation Program Hardware Failure Modes and Effects Analysis and Critical Items List (FMEA/CIL) Methodology document.
- 1.1.4.10 The contractor shall provide Subject Matter Expert (SME) representation to Program and Project technical panels and working groups.
- 1.1.4.11 The contractor shall perform reviews of Program and Project-developed products during key milestone events, to ensure technical feasibility, adherence to standards and vertical and horizontal compatibility of products.
- 1.1.4.12 The contractor shall support definition of operational concepts, functional analysis and architecture definition for new and emergent projects within the Constellation architecture.
- 1.1.4.13 The contractor shall manage, maintain, and assess compliance by the Program and Project offices with processes and requirements specified in the Constellation Human Rating Certification Package.
- 1.1.4.14 The contractor shall perform requirements definition, engineering analyses and trade studies and systems engineering and integration in the areas of, but not limited to:
- Computing Systems and Interoperability
 - Flight Performance, including Navigation and Propulsion
 - Thermal (Active/Passive) and Environment Control and Life Support Systems
 - Integrated Power Loads Interchangeability and Interoperability
 - Integrated Loads, Structures and Mechanisms
 - Environments and Constraints
 - Supportability, Operability and Affordability
 - Human Factors and Human Rating
 - EVA Integration
 - Ground and Mission Operations Integration
- 1.1.4.15 Exploration Analog Studies
The Constellation Program intends to validate the operational concepts, functional analysis, and requirement generation through the use of analog sites, where appropriate.
- 1.1.4.15.1 The contractor shall develop plans and strategies for researching the use of exploration analog on Earth to support the development of lunar and planetary surface exploration.
- 1.1.4.15.2 The contractor shall identify and assess relevant analog data including, but not limited to, the location of the analog sites, the human exploration-related activities supported during analog missions, and logistical support information pertinent to the site or mission activities.
- 1.1.4.15.3 The contractor shall analyze analog sites and missions for factors including, but not limited to, relevance to NASA human planetary exploration plans, degree to which the analog mission successfully completed its intended objectives and what modifications if any were made to hardware or operational requirements.

- 1.1.4.15.4 The contractor shall compile and maintain all analog requests, analog activities, results, and lessons learned in a central repository where all interested parties may obtain access.
- 1.1.4.15.5 The contractor shall develop an Analog strategy and program for the utilization of analogs in the context of Constellation Program objectives, including, but not limited to, estimated schedules and resource requirements.
- 1.1.4.15.6 The contractor shall develop strategies for verification of all Constellation Program architecture requirements, interface requirements and program controlled requirements allocated to and in coordination with Constellation Program Systems, elements and projects. This includes verification requirements for the CxP 70000, Constellation Architecture Requirements Document, Interface Requirements Documents, and Design & Construction specs/standards.
- 1.1.4.16 The contractor shall support program and project reviews to ensure program requirements have been adequately allocated and flowed down to project and element documentation.
- 1.1.4.17 The contractor shall plan and develop Test & Verification Requirements (TVRs) [as defined in CxP 70008, Master Integration and Verification Plan] for Program-owned requirements, including the verification logic.
- 1.1.4.18 The contractor shall track verification implementation through design, qualification, and acceptance phases.
- 1.1.4.19 The contractor shall develop detailed verification objectives and verification logic networks for interface verification.

1.1.4.20 Master Integration and Verification Planning

- 1.1.4.20.1 The contractor shall develop and maintain CxP 70008, Constellation Program Master Integration and Verification Plan (MIVP).
- 1.1.4.20.2 The contractor shall coordinate and facilitate the Constellation Program implementation of the test and verification processes defined in the MIVP.
- 1.1.4.20.3 The contractor shall facilitate the integration of the test and verification strategies, as defined in the CxP 70007, MIVP, with subordinate test and verification documents, such as CxP 70084, Integrated Test Plan, CxP 70086, Software Verification and Validation Plan, CxP 70085, Integrated Flight Test Strategy, and the CxP 70036, Constellation Environmental Qualification and Acceptance Test Requirements (CEQATR) documents.
- 1.1.4.20.4 The contractor shall define, schedule and track Constellation Program test and verification tasks derived from the CxP 70008, MIVP and subordinate plans.
- 1.1.4.20.5 The contractor shall assess compliance of the Program and Project Offices with processes and requirements specified in the CxP 70008, MIVP and report findings at Program and Project reviews.

1.1.4.21 Environmental Qualification and Acceptance Testing

- 1.1.4.21.1 The contractor shall identify, document, and maintain the environmental test requirements for Constellation Program components, subsystems and systems, including, but not limited to, CxP 70036, Constellation Environmental Qualification and Acceptance Testing Requirements (CEQATR).
- 1.1.4.21.2 The contractor shall identify, document, and maintain the requirements for qualification, acceptance, proto-qualification and proto-flight status for Constellation Program components, subsystems and systems.
- 1.1.4.21.3 The contractor shall coordinate the review of documents, negotiate comment dispositions and report maturity and status of those documents.
- 1.1.4.21.4 The contractor shall provide recommendations on interpretation of requirement applicability and implementation.
- 1.1.4.21.5 The contractor shall assess compliance of the Program and Project Offices with processes and requirements specified in the CxP 70036, CEQATR document and report findings at Program and Project reviews.

- 1.1.4.21.6 The contractor shall identify issues as a result of the findings and assist in their resolution.
- 1.1.4.21.7 The contractor shall evaluate deviations or waivers required for equipment that is not compliant with established CxP 70036, CEQATR requirements and provide technical recommendation for acceptance or rejection.

1.1.5 Technical Staff

The contractor shall assist the Government in assessing the long-term goals of the Exploration initiatives. Tasks will include performing analyses of design and operational concepts, plans and processes, as well as assessing emerging or existing technologies for applicability. The results of such analyses or assessments will be provided to the Government; it remains the sole responsibility of the Government for all decision-making and for establishing the Program requirements, concepts, processes and implementations.

- 1.1.5.1 The contractor shall provide mission analysis support to the Constellation Program Office for studies addressing proposed architectures and strategies for future human exploration activities.
 - 1.1.5.2 The contractor shall support analyses of lunar and Mars transportation and surface systems, including, but not limited to, programmatic, engineering and operational assessments and advanced concepts of operation.
 - 1.1.5.3 The contractor shall evaluate exploration architectures, and lunar and Mars systems to identify critical technologies and evaluate candidate technologies to assess their relative safety, cost, performance and technology readiness.
 - 1.1.5.4 The contractor shall develop strategies and perform assessments for evolving exploration systems and technologies from current low Earth orbit applications to lunar exploration systems and subsequent Mars exploration systems.
 - 1.1.5.5 The contractor shall coordinate archiving and cataloging historical exploration study documentation and perform technical editing of study results.
 - 1.1.5.6 The contractor shall create technical illustrations (artwork or computer graphics) to depict the technical characteristics, systems and operations of advanced human exploration.
- 1.1.5.7 Technology Task Management*
- 1.1.5.7.1 The contractor shall develop technology integration plans, track technology development schedules and identify and track metrics for assessing technology maturation and performance.

1.1.5.8 Technology Assessments and Analysis

- 1.1.5.8.1 The contractor shall perform technology assessments, including, but not limited to, technology maturity levels, technology gaps, technology feasibility, technology integration, and the viability of technology development strategies and plans.
- 1.1.5.8.2 The contractor shall develop and integrate technology requirements documents, strategies and plans.
- 1.1.5.8.3 The contractor shall develop and maintain technology Technical Performance Measures (Technology Assessment Sheets) for new and emerging technologies, and assess technical progress.
- 1.1.5.8.4 The contractor shall evaluate exploration systems and design concepts to identify critical technologies and evaluate candidate technologies to assess their relative safety, cost, performance and technology readiness.

1.1.5.9 Technology development

- 1.1.5.9.1 The contractor shall collect and provide technology tracking metrics associated with NASA and NASA Contractor led technology projects.

1.1.5.10 Verification Requirements, Strategies and Planning

- 1.1.5.10.1 The contractor shall work with projects to develop an integrated strategy for development testing, including provision of emulators/simulators and models.
- 1.1.5.10.2 The contractor shall document integrated strategies for testing in the respective Systems Integration Plans (SIPs) for respective flights. The contractor will perform these within the respective discipline SIG's, providing T&V representation to these groups.
- 1.1.5.10.3 The contractor shall provide inputs to the Test Integration Groups (TIGs) on various governmental facilities plans & needs with respect to integrated testing.

1.1.6 Horizontal Integration

- 1.1.6.1 The contractor shall develop plans and processes to ensure proper support and preparation for Constellation Program and Project milestone reviews, such as:
 - System Requirements Reviews (SRR)
 - System Design Reviews (SDR)
 - Preliminary Design Reviews (PDR)
 - Critical Design Reviews (CDR)
 - Test Readiness Reviews (TRR)
 - Acceptance Reviews and Configuration Audits
 - Non-Advocate Reviews
 - Independent Assessment Reviews
 - Flight Readiness Reviews
 - Operational Readiness Reviews
- 1.1.6.2 The contractor shall provide inputs to the Integrated Master Plan, CxP 70003 Constellation Program Plan, Annex 2: Integrated Master Plan (IMP), defining the major Program milestones and success objectives, including, but not limited to, entry and exit criteria for Programmatic milestone reviews.
- 1.1.6.3 The contractor shall provide support for the preparation and conduct of the reviews, including, but not limited to, RID process definition, implementation planning, development of review agendas, and logistics planning for internal support.
- 1.1.6.4 The contractor shall provide support for tracking and integrating RIDs and actions from Programmatic milestone reviews.
- 1.1.6.5 The contractor shall provide support for horizontal and vertical integration of changes into Program products as a result of Programmatic milestone reviews.
- 1.1.6.6 The contractor shall develop, maintain and evaluate Constellation Program schedule accuracy, comprehensiveness and feasibility.
- 1.1.6.7 The contractor shall develop and maintain the Integrated Master Schedule (IMS) contained in the Program Management Plan CxP 70070, Annex 3: Integrated Master Schedule (IMS), and summary schedules associated with the IMS.
- 1.1.6.8 The contractor shall provide assessments of the current systems engineering and integration, strategic planning and product development processes and recommend enhancements or alternate processes to improve effectiveness and efficiency within the Program.
- 1.1.6.9 The contractor shall perform cost/schedule/technical performance measurement.
- 1.1.6.10 The contractor shall support risk management processes in accordance with CxP 70056 Risk Management Plan.
- 1.1.6.11 The contractor shall identify, define, monitor, report risks, develop risk mitigation plans, execute and status risk mitigation activities.
- 1.1.6.12 The contractor shall support risk management reviews by updating risk information using the Program selected Risk Management database application (current baseline is CxIRMA).
- 1.1.6.13 The contractor shall review and assess technology development progress reports and assess risk pertaining to performance measures.

- 1.1.6.14 The contractor shall perform architectural and system assessments and analysis to identify performance gaps to identify risks and provide risk mitigation recommendations.
- 1.1.6.15 The contractor shall support the SE&I Risk Management Process integration with ATA activities including, but not limited to IDAC, CART & TPMs.
- 1.1.6.16 The contractor shall perform probabilistic risk assessments in accordance with CxP 70017, Constellation Program Probabilistic Risk Assessment (PRA) Methodology Document.
- 1.1.6.17 The contractor shall link requirements or Task Description Sheets (TDS) with existing risk as applicable.
- 1.1.6.18 The contractor shall identify new or link existing risk out of CART assessments or TPM reviews.
- 1.1.6.19 The contractor shall participate in identifying changes to risk profile during CxP milestone reviews.
- 1.1.6.20 The contractor shall coordinate and integrate risks with program and project offices.
- 1.1.6.21 The contractor shall develop and maintain budget and manpower allocation tools for Constellation Program offices within the Program guidelines.
- 1.1.6.22 The contractor shall perform internal configuration and data management integration functions, including but not limited to tracking, evaluations, change package integration and development of decision packages.
- 1.1.6.23 The contractor shall ensure appropriate configuration management processes are performed on internal products, in accordance with Program Plans and Procedures, prior to submitting to Program Configuration Management and Control.
- 1.1.6.24 The contractor shall serve as a liaison between the internal configuration management processes and the Program CM organization. Specific Configuration Management and Data Management products include, but are not limited to, plans, process definition, requirements, baseline tracking and control.
- 1.1.6.25 The contractor shall develop Memoranda of Understanding (MOU) and Memoranda of Agreement (MOA) between SE&I or T&E and other Constellation Program Offices or Constellation Project Offices to document roles, responsibilities, process and product agreements.
- 1.1.6.26 The contractor shall provide a liaison to the Constellation Program Offices and provide representation to:
- Constellation Program SR&QA Board
 - Program Planning and Controls Boards and Working Groups
 - Test and Verification Boards and Working Groups
 - Constellation Asset Management Panel (CAMP)
 - Flight Operations Integration Control Board (FOICB)
 - Integrated Ground Operations Working Group (IGOWG)
 - Flight Test Projects
 - Additional boards, panels and working groups as they are created
- 1.1.6.27 The contractor shall provide support to the Constellation Project Office control boards, including, but not limited to:
- Exploration Launch Vehicle Project (ELP) Office
 - Crew Exploration Vehicle (CEV) Project Office
 - Ground Operations Project Office
 - Mission Systems Project Office
 - Extravehicular Activity (EVA) Project Offices
 - Lunar Lander Project Office
 - Lunar Surface Systems Project Office
 - Other Constellation Project offices, as required
- 1.1.7 Supportability, Operability and Affordability**
- 1.1.7.1 The contractor shall provide support to the Constellation Program Office in the areas of supportability, operability, and affordability.

- 1.1.7.2 The contractor shall perform technical assessments of requirements (architecture, system, interface), including, but not limited to, functional and performance requirements, requirements validation and requirements flow down.
- 1.1.7.3 The contractor shall plan, manage, and perform analytical studies in support of trade studies, requirements development, and technical performance tracking under the Supportability, Integrated Logistics Support, Maintainability, Reliability, Operability, Commonality, and Affordability disciplines. This will include the performance of modeling efforts to assess program Supportability status – to include definition and development of required modeling capabilities, tools, and data.
- 1.1.7.4 The contractor shall lead and support reviews of Program and Project products dealing with Integrated Logistics Support, Reliability, Availability, Maintainability, Operability, Commonality, and Affordability.
- 1.1.7.5 The contractor shall maintain CxP 70064, Supportability Plan; CxP 70087, Reliability, Availability and Maintainability Plan; and the CxP 70132, Commonality Plan.

1.2 Test and Evaluation (T&E)

1.2.1 Interface and Integration Testing

- 1.2.1.1 The contractor shall develop plans for the stacked vehicle interface and integration development/verification activities.
- 1.2.1.2 The contractor shall prepare multiple flight system and element integration verification plans.
- 1.2.1.3 The contractor shall identify and document final pre-flight checkouts and integrated acceptance testing.
- 1.2.1.4 The contractor shall define and review integrated recovery system development testing and verification plans.
- 1.2.1.5 The contractor shall identify interface and integration test facilities and develop plans, including costs, for the preparation and use of the facilities and associated support equipment.
- 1.2.1.6 The contractor shall prepare multiple flight system and element integration testing requirements and plans.
- 1.2.1.7 The contractor shall prepare requirements and plans for Constellation Program multi-system collaborative integration and verification activities, such as Multiple Element Integration Testing (MEIT) and Functional Element Integrated Testing (FEIT). These activities may include, but are not limited to analysis, tests and demonstrations.
- 1.2.1.8 The contractor shall define architecture and interface tooling, test equipment and emulator requirements.
- 1.2.1.9 The contractor shall identify the need for prototype hardware and/or software to support test and verification of requirements and interfaces.

1.2.2 Flight Testing

- 1.2.2.1 The contractor shall develop and implement the Constellation Program flight testing strategy and formulate the flight testing objectives, requirements and plans in collaboration with Constellation Program organizations and the Constellation Project Offices.
- 1.2.2.2 The contractor shall develop Constellation Program flight test plans to verify systems satisfy requirements and validate the systems ability to accomplish mission objectives.
- 1.2.2.3 The contractor shall develop Constellation Program integrated safety and crew survival-function flight testing, such as ascent abort testing.
- 1.2.2.4 The contractor shall identify facilities for Constellation Program flight testing and develop plans for the preparation and use of the facilities and associated support equipment.

1.2.3 Test and Verification Management and Strategic Planning

- 1.2.3.1 The contractor shall coordinate, facilitate and support Test and Verification management and administration efforts, including, but not limited to, organization of

Test and Verification assignments, action items, calendars, board/panel/working group administration support, schedule assessments, information management (such as Windchill management and access), data management, process and tools training, Constellation Program review preparation and coordination, requirements management and tools (such as CRADLE data architecture management and data entry).

1.3 Technical Administration and Office Support

1.3.1 The contractor shall provide administrative support to the Constellation Program Office Boards, Panels, Working Groups and System Integration Groups. Specific working group activities and products include documenting agendas, minutes, record maintenance, action item tracking, and communication and distribution of data items for information, review and RID processing. Specific organization support includes managing calendars, generating weekly activity reports, staff reports and other office management products. The working groups, panels and boards supported include, but are not limited to:

- Requirements and Interface Control Working Group (RICWG)
- Constellation Analysis Working Group (CxAWG)
- Constellation Modeling and Simulation Working Group (CxM&SWG)
- Constellation Data Architecture Working Group (CxDAWG)
- Constellation Systems Engineering Control Board (CxSECB)
- System Integration Groups (SIGs)
- Flight Test Working Group
- Constellation Test Architecture Working Group (CxTAWG)
- Constellation Asset Management Panel (CAMP)

1.4 Management, Strategic Planning, and Control

1.4.1 The contractor shall coordinate, facilitate and support Constellation office management and administration efforts, including, but not limited to, organization of assignments, action items, meeting minutes, calendars, board/panel/working group administration support, schedule assessments, information and data management (such as Windchill document and data management and system access), process and tools training, Constellation Program requirements management and tools (such as CRADLE data architecture management and data entry), Constellation Program review preparation and coordination.

1.4.2 The contractor shall manage Government issued Task Orders under this contract, including, but not limited to, workforce planning, prioritization, cost estimation, schedule estimation, monitoring and reporting of contract activities.

1.4.3 The contractor shall manage, control and report on all subcontracted work.

1.4.4 The contractor shall submit Lessons Learned to the Constellation Program Lessons Learned process in accordance with NPR 7120.6.

1.5 RESERVED

1.6 Performance Standards

The contractor is expected to adhere to best practices, both technically and in the management of the work covered under this contract. In addition to specific standards noted in Task Orders, performance is expected to include:

- Timeliness, accuracy and quality of required monthly reports and Task Order specific reports.
- Established processes to generate, negotiate and implement Task Order.
- Established process for Task Order, performance tracking including cost, technical performance and schedule.
- Established process for required boards and panels complete with agendas, facilitation, minutes, and action list.

1.6.1 Contract Deliverables

The following items are to be delivered as specified in the individual Data Requirements Documents (DRDs). Additional contract deliverables shall be defined in individual Task Orders.

- 1.6.2 Contract Management Plan, per DRD CTSC-BM-02, describing the overall approach to managing the overall contract effort, the organizational structure and processes proposed.
- 1.6.3 Organizational Conflict of Interest Plan, per DRD CTSC-PR-03. This describes the processes and plans used by the contractor to ensure avoidance and mitigation of any Organizational Conflict of Interest.
- 1.6.4 Phase-In Plan, per DRD CTSC-PM-01, detailing the contractor's plans for assuming the full scope of the work described in the Statement of Work.

1.6.5 Reporting Requirements

In addition to the Deliverables required by individual Task Orders, the contractor shall provide monthly status reports and a product and work schedule, as described in the DRDs. The contractor shall provide the following:

- 1.6.6 Monthly Status Report, per DRD CTSC-BM-03, provides a detailed description of the contractor's performance with respect to technical, cost and schedule parameters.
- 1.6.7 Monthly Financial Management report, per DRD CTSC-BM-01, will provide detailed performance metrics for each task order and overall contract for all cost centers associated with the contract.

1.7 Safety and Mission Assurance

- 1.7.1 The contractor will 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 (DRD CTSC-SA-1).
- 1.7.2 The contractor will implement system safety engineering tasks for flight and institutional program activities and products in accordance with the schedule and applicable flight and institutional requirements as documented in the contractor's System Safety Program Plans (SSPPs) which have been approved by NASA.
- 1.7.3 The contractor shall develop and implement risk management techniques (including risk assessment) to be applied to hazards derived from analyses of activities and products for the purpose of eliminating or controlling hazards as specified in NASA policies and requirements for hazard reductions. The JPR 1700.1, JSC Safety and Health Handbook provides detailed requirements and instructions regarding safety and health procedures and policies at JSC.

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

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

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

(End of clause)

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

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

(End of clause)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.246-2	AUG 1996	INSPECTION OF SUPPLIES-FIXED-PRICE <i>(Applicable only to fixed price)</i>
52.246-3	MAY 2001	INSPECTION OF SUPPLIES - COST REIMBURSEMENT <i>(Applicable only to cost reimbursement)</i>
52.246-4	AUG 1996	INSPECTION OF SERVICES—FIXED-PRICE <i>(Applicable only to fixed price)</i>
52.246-5	APR 1984	INSPECTION OF SERVICE – COST-REIMBURSEMENT <i>(Applicable only to cost reimbursement)</i>

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

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

(End of clause)

E.2 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (AUG 2003) (Not applicable to reports that are to be delivered)

- (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 AND PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.242-15	AUG 1989	STOP-WORK ORDER (<i>Applicable only to fixed price</i>) (ALT I) (APR 1984) (<i>Applicable only to cost reimbursement</i>)
52.247-34	NOV 1991	F.O.B. DESTINATION (<i>Applicable only to fixed price</i>)

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

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

(End of clause)

F.2 1852.247-73 BILLS OF LADING (JUN 2002) (Applicable only to cost reimbursement)

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

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

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

Contract Number: NNJ08TA67B
 Destination: JSC

- (b) Government Bills of Lading.

- (1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government Bills of Lading (GBLs). As used in this clause, "domestic overseas" means non-continental United States, i.e. Hawaii, Commonwealth of Puerto Rico, and possessions of the United States.
- (2) At least 15 days before shipment, the Contractor shall request in writing GBLs from: Silvia Hanagriff, Lead TMS Contract Transportation

2101 NASA Parkway
Mail Code JB7
Houston, TX 77058-3696

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

Requests for GBLs shall include the following information:

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

(End of clause)

F.3 PLACE OF PERFORMANCE – IDIQ SERVICES

The Constellation Program is an NASA Agency-wide endeavor, involving NASA Headquarters, all NASA Field Centers, and the Jet Propulsion Laboratory. As a result, Constellation Program Systems Engineering and Integration Office, Test and Evaluation Office and Operations Integration Office tasks and activities are distributed throughout the Agency. The contractor shall provide personnel at locations where these tasks and activities are conducted, as required. The majority of the personnel are anticipated to reside at, or near, the Johnson Space Center. Limited office space is available on-site. Specific location requirements will be specified within individual Task Orders.

(End of clause)

F.4 SHIPPING INSTRUCTIONS

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

Parcel Post Shipments and Freight Shipments

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

Mark for: Accountable Property Officer
 Mark With: Contract Number : NNJ08TA67B
 For reissue to: Elizabeth Spence
 Mail Code: ZF
 Bldg. 1
 Rm. 306C

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

(End of clause)

F.5 PHASE-IN AND CLOSE-OUT

- (a) Contractor Phase-In. The services provided by this contract are vital to the Government's overall effort, and continuity must be maintained at a consistently high level without disruption. The Contractor is expected to meet full performance requirements from the start date of the base contract period. The Phase-In period shall not exceed 31 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 CTSC-PM-01, Phase-In Plan.

The total firm fixed price of Phase-In shall not exceed the price set forth in clause B.3 "Contract Phase-In (Firm Fixed Price)." Any costs incurred in excess of this amount shall be unallowable under this or any other Government contract.

- (b) Contractor Close-Out. The contractor shall close-out at contract end in a cooperative manner with the Government and new contractor to allow for continuity of services and smooth transition. Close-Out activities shall be accomplished in accordance with FAR 52.237-3 "Continuity of Services." The Contractor shall accomplish Close-Out in accordance with DRD CTSC-PR-01, Contract Close-Out Plan.

(End of clause)

F.6 TASK ORDER TYPE

Task orders may be fixed-price or cost reimbursement. Clauses applicable to cost reimbursement and fixed-price are contained within this contract schedule. The appropriate clauses (either cost reimbursement or fixed-price) within the contract will apply to a task order based on the type of order issued (cost reimbursement or fixed-price).

(End of clause)

F.7 52.247-95 FLIGHT ITEM (SEP 1989) (JSC PROCUREMENT INSTRUCTION)

Block 16 of each Department of Defense Form 250 prepared for hardware or equipment to be shipped under this contract must be annotated as follows in 1/4-inch letters or larger by hand printing or rubber stamp:

"THIS IS A FLIGHT ITEM: OR "THIS IS MISSION ESSENTIAL GROUND SUPPORT EQUIPMENT," as applicable.

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

NONE INCORPORATED BY REFERENCE

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

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
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1852.227-70	MAY 2002	NEW TECHNOLOGY
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE-- LICENSING
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING

(End of clause)

G.2 1852.216-75 PAYMENT OF FIXED FEE (DEC 1988) (Applicable only to cost reimbursement)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(End of clause)

G.3 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT (MAR 1998)

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

Designated Billing Office
 NASA Shared Services Center (NSSC)
 Financial Management Division (FMD) – Accounts Payable
 Bldg 1111, C Road
 Stennis Space Center, MS 39529
 Email : nssc@nasa.gov
 Fax : 866-779-6772

- (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:

CFI: Cognizant DCAA Mailing Address

- (2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:
 - (i) Copy 1 NASA Contracting Officer
 - (ii) Copy 2 Auditor
 - (iii) Copy 3 Contractor
 - (iv) Copy 4 Contract administration office; and
 - (v) Copy 5 Project management office.
- (3) The Contracting Officer may designate other recipients as required.
- (d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

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

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

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

(End of clause)

G.4 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JUL 1997)

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

NASA Johnson Space Center
 AD2/ Technology Transfer Office
 2101 NASA Parkway
 Houston, TX 77058-3696

- (b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any

correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

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

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

- (f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

G.6 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT (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.7 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (DEVIATION) (SEPT 2007) (ALT I) (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 shall not utilize the installation's central receiving facility for receipt of Contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a quarterly basis, to the Contracting Officer and the Supply and Equipment Management Officer.
 - (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 **J-10, Installation Accountable Property**

- (i) 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.
- (ii) 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: 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.8 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/JP3/Property Administrator
 2101 NASA Parkway
 Houston, TX 77058-3696
 Phone: (281) 483-7909
 Email: michael.caputo-1@nasa.gov

(End of clause)

G.9 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, Facilities 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)

G.10 52.204-91 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES OF FOREIGN CONTRACTORS (JAN 2006) (JSC PROCUREMENT INSTRUCTION)

- (a) An employee of a domestic Johnson Space Center (JSC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the JSC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign JSC contractor/subcontractor may not be admitted to the JSC site without special arrangements. For employees as described above, advance notice must be given to the Security Office of the host installation [primarily JSC or White Sands Test Facility (WSTF)] at least three weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided. Contractors should be aware that approval for access to the site and issuance of a badge may take much longer than three weeks and sufficient lead time must be allowed to accommodate the approval process.
- (b) All visit/badge requests for persons described in (a) above must be entered in the NASA Foreign National Management System (NFMNS) 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 NFMNS. 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.11 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.12 UNDERSTANDING WITH RESPECT TO COST VARIATIONS

The estimated cost of this contract is based on cost estimates for a number of cost elements (e.g., direct labor, overhead, materials, travel, offsite facilities rate). One or more of these estimates was made by the Government and provided to the contractor in the solicitation leading to this contract. The parties recognize that the contractor's obligation to perform tasks within the scope of the Statement of Work could result in actual contractor expenditures which are greater or less than the Government's estimates provided to the contractor for the related cost element. Should such be the case, the parties agree that there will be no adjustment to the fee provided for in this contract, nor to any other terms and conditions hereof, except the contract estimated cost, should that become necessary. Any such adjustment in estimated cost will be subject to the terms of the "Limitation of Cost" or "Limitation of Funds" clause hereof, whichever is applicable.

(End of clause)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

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

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

(End of clause)

H.2 LIMITATION OF FUTURE CONTRACTING

1. 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 (OCI).
2. The nature of this conflict is the Contractor may have access to another contractor's proprietary information or be in a position to favor its own products and capabilities and therefore, may have an unfair competitive advantage.
3. The Contractor, under the terms of this contract may be in a position to review/analyze or otherwise provide inputs that favor its company products and capabilities over others thus creating an unfair bias or impaired judgment.
4. 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.
5. To the extent that the contractor solely or exclusively derives Constellation Program requirements, through analysis, assessment or engineering study that directly impacts future Government procurements, the Contractor is precluded from award of any contract or subcontract or from acting as a consultant to other contractors for those procurements resulting from the derived requirements.
6. In order that the Government may prevent conflicting roles which might bias the Contractor's judgment or objectivity and afford an unfair competitive advantage to the Contractor, the Contractor shall submit an OCI avoidance plan, subject to approval by the Contracting

Officer, as required in DRD CTSC-PR-03. Failure to adhere to the approved OCI avoidance plan, or keeping it up-to-date as new OCI are identified, may restrict concurrent or future procurements for the Contractor, its parent company, subsidiaries and affiliates. 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 base period of the contract.

7. The Contractor agrees to include the substance of this clause in all subcontracts for this program. The Contractor further agrees to provide the Contracting Officer timely written advance notice of any extenuating circumstance related to this clause. The Contracting Officer will evaluate and make a determination on a case by case basis on whether the contractor needs subcontract exceptions for individual Task Orders in the event that:
 - i. The prime contractor considers the application of the prohibition set forth in this provision to be inappropriate and unnecessary in the case of a particular subcontractor expected to perform a limited, well defined, and non conflicting role on a specific task order;
 - ii. The subcontractor provides a written statement affirming its absolute unwillingness to perform absent some relief from the substance of aforesaid paragraphs; and
 - iii. Use of alternate subcontract source would unreasonably detract from the quality of effort.

(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).
 - (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.

b4

(End of clause)

H.6 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) ALTERNATE I (SEP 1989) ALTERNATE II (OCT 2000)

- (a) The on-site Government personnel observe the following holidays:
 - New Year's Day
 - Martin Luther King Jr.'s Birthday
 - President's Day

Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veteran's Day
 Thanksgiving 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.
- (c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.
- (d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.
- (e) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.
- (f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

(End of clause)

H.7 52.219-90 SMALL BUSINESS SUBCONTRACTING GOALS (OCT 2006) (JSC PROCUREMENT INSTRUCTION)

For purposes of this clause, the terms, "HUBZone Small Business Concern", "Small Disadvantaged Business Concern", "Service-Disabled, Veteran-Owned Small Business Concern", "Veteran-Owned Small Business Concern", "Women-Owned Small Business Concern", and "Historically Black College or University (HBCU)" are defined in paragraph 2.101 of the Federal Acquisition Regulation.

The total small business goal, expressed as a percent of total contract value including options, is ***CFI*** percent. The small business percentage goal, includes the following goals expressed as a percent of total contract value:

Small Disadvantaged Business Concerns
Woman-Owned Small Business Concerns
HUBZone Small Business Concerns
Veteran-Owned Small Business Concern
Service-Disabled, Veteran-Owned Small Business Concern
HBCU's (includes other minority institutions)

b4

(End of clause)

H.8 **RESERVED**

(End of clause)

H.9 **REPRESENTATION, CERTIFICATION, AND OTHER STATEMENTS**

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the Contractor's proposal number reference, with the same force and effect as if it were given in full text.

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(End of clause)

H.10 **ASSOCIATE CONTRACTOR AGREEMENTS**

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

b4

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

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

(End of clause)

H.11 COMPLIANCE WITH APPLICABLE CENTER POLICIES AND PROCEDURES

Contractor and subcontractor personnel (regardless of tier) working on-site at NASA Centers shall comply with applicable center policies and procedures. The Contractor shall keep itself and pertinent subcontractors up-to-date with the latest revisions of these policies and procedures. The Contractor shall promptly take corrective action upon receipt of notice from the Contracting Officer of noncompliance with any applicable center policy or procedure.

(End of clause)

H.12 SMALL DISADVANTAGED BUSINESS PARTICIPATION – CONTRACT TARGETS

(This clause does not apply to SDB Offerors unless the SDB Offeror has waived the price evaluation adjustment factor by completing paragraph (c) of FAR Clause 52.219-23, "Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns" in this solicitation.)

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

b4

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

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

Name of Concern(s):

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

- (c) If the prime Offeror is an SDB that has waived the price evaluation adjustment, the target for the work it intends to perform as a prime Contractor is as follows:

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(End of clause)

H.13 PERFORMANCE ASSESSMENT

- a) As part of the Government's surveillance activities a periodic performance assessment will be conducted under this contract. This information will be provided to the contractor for corrective actions and performance improvement. In addition, performance assessments will be used by the Government to provide a basis for decisions leading to the exercising of options for continued performance.

- b) The Government will provide the contractor with the criteria for evaluation at the beginning of each evaluation period, as described in the table below.
- c) At the end of each period identified below the government will provide performance feedback along with adjective ratings. The adjective rating along with its description is provided below.
 - i. EXCELLENT: Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) weaknesses with no adverse effect on overall performance.
 - ii. VERY GOOD: Very effective performance, fully responsive to contract requirements accomplished in a timely, efficient, and economical manner for the most part; only minor weaknesses.
 - iii. GOOD: Effective performance; fully responsive to contract requirements; reportable weaknesses, but with little identifiable effect on overall performance.
 - iv. SATISFACTORY: Meets or slightly exceeds minimum acceptable standards; adequate results; reportable weaknesses with identifiable, but not substantial, effects on overall performance.
 - v. POOR/UNSATISFACTORY: 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.

Performance Periods:

	Period start	Period End
<i>Base</i>		
Period 1	August 1, 2008	October 16, 2008
Period 2	October 17, 2008	January 16, 2009
Period 3	January 17, 2009	April 16, 2009
Period 4	April 17, 2009	July 16, 2009
Period 5	July 17, 2009	October 16, 2009
Period 6	October 17, 2009	January 16, 2010
Period 7	January 17, 2010	April 16, 2010
Period 8	April 17, 2010	July 16, 2010
<i>Option 1</i>		
Period 9	July 17, 2010	October 16, 2010
Period 10	October 17, 2010	January 16, 2011
Period 11	January 17, 2011	April 16, 2011
Period 12	April 17, 2011	July 16, 2011
<i>Option 2</i>		
Period 13	July 17, 2011	October 16, 2011
Period 14	October 17, 2011	January 16, 2012
Period 15	January 17, 2012	April 16, 2012
Period 16	April 17, 2012	July 16, 2012
<i>Option 3</i>		
Period 17	July 17, 2012	October 16, 2012
Period 18	October 17, 2012	January 16, 2013
Period 19	January 17, 2013	April 16, 2013
Period 20	April 17, 2013	July 16, 2013

- d) An Evaluation of Performance will also be performed in accordance with NFS 1842.15.

(End of clause)

[END OF SECTION]

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION
52.204-9	SEP 2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (See Attachment J-4, PIV Card Issuance Procedures)
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	JUN 1999	AUDIT AND RECORDS NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE -UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS (ALT I) (OCT 1997) (ALT II) (OCT 1997) (ALT III) (OCT 1997) (ALT III paragraph (d) insert CD-ROM and Electronic media: Microsoft® Office©)
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT (In paragraph (a)(3)- The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.) (Applicable only to cost reimbursable)
52.216-8	MAR 1997	FIXED FEE (Applicable only to cost reimbursable)
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES (Clause fill-in: by written notice to the contractor within 30 days.)
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	SEP 2007	SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
52.219-25	OCT 1999	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM- DISADVANTAGED STATUS AND REPORTING
52.219-28	JUN 2007	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS (Insert paragraph (a)- The use of overtime is authorized under this contract if the overtime premium does not exceed zero)
52.222-3	JUN 2003	CONVICT LABOR
52.222-19	AUG 2007	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	JUL 2005	SERVICE CONTRACT ACT OF 1965, AS AMENDED

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.222-50	AUG 2007	COMBATING TRAFFICKING IN PERSONS
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-11	JUN 1997	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM) AS MODIFIED BY NFS 1852.227-11
52.227-14	JUN 1987	RIGHTS IN DATA – GENERAL AS MODIFIED BY NFS 1852.227-14 RIGHTS IN DATA – GENERAL (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS
52.229-1	APR 1984	STATE AND LOCAL TAXES (<i>Applicable only to fixed price</i>)
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES (<i>Applicable only to fixed price</i>)
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT (<i>Applicable only to fixed price</i>)
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-22	APR 1984	LIMITATION OF FUNDS (<i>Applicable only to cost reimbursable</i>)
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT (ALT I) (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (Insert paragraph (b)(1)- 15 days after contract award)
52.232-35	MAY 1999	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (Insert paragraph (c)- See Address in Clause G.3)
52.233-1	JUL 2002	DISPUTES (ALT I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALT I) (JUN 1985)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	FIXED PRICE CHANGES (ALT II) (APR 1984)
52.243-2	AUG 1987	CHANGES - COST-REIMBURSEMENT (ALT II) (APR 1984)
52.244-2	JUN 2007	SUBCONTRACTS (ALT I) (JUN 2007)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	MAR 2007	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	JUN 2007	GOVERNMENT PROPERTY
52.245-9	JUN 2007	USE AND CHARGES (<i>Applicable only to fixed price</i>)
52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS (Insert paragraph (a) – NASA Johnson Space Center. Insert paragraph (b) – Government Fill in; and point of contract in Clause F.2)(b)(2)
52.247-63	JUN 2003	PREFERENCE FOR U.S.-FLAG AIR CARRIERS
52.247-64	FEB 2006	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS.
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

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

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS (<i>Applicable only to cost reimbursable</i>)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-75	MAY 1999	SMALL BUSINESS SUBCONTRACTING REPORTING
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.243-71	MAR 1997	SHARED SAVINGS

(End of clause)

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

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

(End of clause)

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

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

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

(b) The Contractor shall—

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

I.4 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from August 1, 2008 through July 16, 2010.

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

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

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor—
 - (1) Any order for a single item in excess of *b4*
 - (2) Any order for a combination of items in excess of *b4* ; or
 - (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall

not be required to make any deliveries under this contract beyond 12 months after contract period of performance identified in ordering period identified in clause I.4 "Ordering".

(End of clause)

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

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

OPTION 1

b4

(b) Part (a) of clause I.4 entitled "Ordering" shall be changed to show that orders may be issued from July 17, 2010 to July 16, 2011.

OPTION 2

b4

(b) Part (a) of clause I.4 entitled "Ordering" shall be changed to show that orders may be issued from July 17, 2011 to July 16, 2012.

OPTION 3

b4

(b) Part (a) of clause I.4 entitled "Ordering" shall be changed to show that orders may be issued from July 17, 2012 to July 16, 2013.

(End of clause)

I.8 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (SEPT 2005) (ALT I) (JUN 2003)

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

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR Part 124, subpart B; and
 - (i) No material change in disadvantaged ownership and control has occurred since its certification;
 - (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

- (2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR Part 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive

certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Evaluation adjustment.

- (1) The Contracting Officer will evaluate offers by _____ *b4* _____ price of all offers, except-
 - (i) Offers from small disadvantaged business concerns that have not waived the adjustment; and
 - (ii) An otherwise successful offer from a historically black college or university or minority institution.
- (2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.
 _____ Offeror elects to waive the adjustment.

(d) Agreements.

- (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for-
 - (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
 - (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
 - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
 - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
- (2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

(End of clause)

I.9 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

- (a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

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

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

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

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

National Labor Relations Board
 Division of Information
 1099 14th Street, N.W.
 Washington, DC 20570
 1-866-667-6572
 1-866-316-6572 (TTY)

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

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

I.10 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the

contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

See Attachment J-11, U.S. Department of Labor Wage Determination/Collective Bargaining Agreement

(End of clause)

I.11 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—
 - (1) By the Contractor under a cost-reimbursement contract; and
 - (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (c) Contractors shall submit the above referenced transportation documents to—

GFI

(End of clause)

I.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

I.13 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.14 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.15 1852.215-84 OMBUDSMAN (OCT 2003) ALT I (JUN 2000)

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

(End of clause)

I.16 1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)

- (a) Definitions.

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

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

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

Women-owned small business concern, as used in this clause, means a small business concern (1)

which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

- (b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.
- (c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

I.17 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 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. 18 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)

[END OF SECTION]

ATTACHMENT J-1

RESERVED

ATTACHMENT J-2

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

DATA REQUIREMENTS LIST (DRL)

a. Title of Contract, Project, SOW, etc. Constellation Technical Services Contract			b. Contract/RFP No. NNJ08TA67B		c. DRL Date/Mod Date June 2008	
1. Line item no. CTSC-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 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 3
8. Distribution (<i>Continue on a blank sheet if needed</i>) ZF/COTR BT/Contract Specialist LZ/Budget Analyst			9. Remarks Initial NF533Q due within 30 days after ATP NF533M due not later than 10 working days after close of contractor's monthly accounting period. NF533Q Due not later than the 15 th day of the month preceding the quarter being reported.			
1. Line item no. CTSC-BM-02	2. DRD Title Management Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input 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 3
8. Distribution (<i>Continue on a blank sheet if needed</i>) ZF/COTR BT/Contract Specialist LZ/Budget Analyst			9. Remarks Initial due with submission of proposal. Updated report shall be submitted within 30 days after authorization to proceed. Submission frequency is Semi-Annual. Supplemental reports may be requested.			
1. Line item no. CTSC-BM-03	2. DRD Title Monthly Status Report	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency See Block 9	5. As-of-date See Block 9	6. 1 st subm. date See Block 9	7. Copies a. Type b. Number 1 2
8. Distribution (<i>Continue on a blank sheet if needed</i>) ZF/COTR BT/Contract Specialist			9. Remarks			
1. Line item no. CTSC-PM-01	2. DRD Title Phase-in 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 1 2
8. Distribution (<i>Continue on a blank sheet if needed</i>) ZF/COTR BT/Contract Specialist			9. Remarks Initial due with submission of proposal.			

DATA REQUIREMENTS LIST (DRL)

a. Title of Contract, Project, SOW, etc.			b. Contract/RFP No.		c. DRL Date/Mod Date		
Constellation Technical Services Contract			NNJ08TA67B		June 2008		
1. Line item no.	2. DRD Title	3. Data type:	4. Frequency	5. As-of-date	6. 1 st subm. date	7. Copies	
CTSC-PR-01	Contract Close-out Plan	<input checked="" type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	See Block 9	See Block 9	See Block 9	a. Type	b. Number
	ZF/COTR BT/Contract Specialist		One time submittal at CO's discretion.				
CTSC-PR-02	Wage/ Salary and Fringe Benefit Data	<input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	See Block 9	See Block 9	See Block 9	a. Type	b. Number
	8. Distribution <i>(Continue on a blank sheet if needed)</i> ZF/COTR BT/Contract Specialist BA2/Contract Labor Relations Officer		9. Remarks Initial submittal due 30 days following contract start. Annual updates required 90 days prior to anniversary of contract.				
CTSC-PR-03	Organizational Conflict of Interest (OCI) Avoidance Plan	<input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	See Block 9	See Block 9	See Block 9	a. Type	b. Number
	8. Distribution <i>(Continue on a blank sheet if needed)</i> ZF/COTR BT/Contract Specialist		9. Remarks Initial due with submission of proposal.				
CTSC-SA-1	Safety and Health Plan	<input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	See Block 9	See Block 9	See Block 9	a. Type	b. Number
	8. Distribution <i>(Continue on a blank sheet if needed)</i> *See DRD		9. Remarks See DRD				

JSC Form 2323 (Rev May 1, 1991) (MS Word August 1995)							
DATA REQUIREMENTS LIST (DRL)							
a. Title of Contract, Project, SOW, etc. Constellation Technical Services Contract				b. Contract/RFP No. NNJ08TA67B		c. DRL Date/Mod Date June 2008	
1. Line item no.	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 (Continue on a blank sheet if needed)		9. Remarks				
	8. Distribution (Continue on a blank sheet if needed)		9. Remarks				
	8. Distribution (Continue on a blank sheet if needed)		9. Remarks				
	8. Distribution (Continue on a blank sheet if needed)		9. Remarks				
	8. Distribution (Continue on a blank sheet if needed)		9. Remarks				
	8. Distribution (Continue on a blank sheet if needed)		9. Remarks				

1.0 INTRODUCTION

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

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

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

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

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

1.2.2.2 The following definitions apply for submission activities:

- Initial – First release of a document.
- Update – Update to a document.
- Final – Baseline version of the document. The baseline version of the document shall be maintained and updated as required throughout the life of the contract.

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

1.2.3 Data Requirements Descriptions (DRD's)

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

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

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

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

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

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

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

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

TYPE

DESCRIPTION

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

2.0 STATEMENT OF GENERAL REQUIREMENTS

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

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

2.2 Subcontractor Data Requirements

2.2.1 The Contractor shall specify to subcontractors and vendors, if any, the availability source of all data required for the satisfactory accomplishment of their contracts. The Contractor shall validate these requirements for documents when appropriate; where

the requirement concerns other Contractor data, the Contractor shall provide his subcontractor or vendor with the necessary documents. All such requests shall be accomplished under the auspices of the Contractor.

- 2.2.2 Reference to subcontractor data in the Contractor's responses is permissible, providing the references are adequate and include such identification elements as title, number, revision, etc., and a copy of the referenced data is supplied with the response document at time of delivery to NASA.

2.3 Data Distribution, Format and Transmittal

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

2.3.2 Format

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

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

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

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

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

2.3.3 Transmittal

- 2.3.3.1 Data shall be delivered via hardcopy or other mechanism agreed to by the Contracting Officer, COTR, and Project representatives who are responsible to receive, index, and store the data deliverables.

- 2.3.3.2 Data Transmittal Package: Each data transmittal package shall include:
a. Transmittal memorandum that specifies the meta-data below for each data transmittal:

1. Contract number.
 2. Data Requirements Description (DRD) number.
 3. DRD data type (specified in Item 3 on the DRD).
 4. Submission date or milestone being satisfied.
 5. Document number and revision.
 6. Document title.
 7. File names of all files being delivered; multiple files per document must be clearly related to the document.
 8. Distribution (as defined by the Contracting Officer's letter).
 9. Requested response date.
- b. Printable electronic files or hardcopy data.
- 2.4 Printing: All printing, duplicating, or binding shall be in accordance with NFS 1852.208-81, Restrictions on Printing and Duplicating. Printing of formal reports and Type 1 and 2 data in book format shall be in accordance with the following general specifications:
- a. Method of reproduction – offset/xerography.
 - b. Finished size – 8 1/2" X 11".
 - c. Paper – 20-pound opaque bond.
 - d. Cover – Litho cover stock.
 - e. Pages will be printed on both sides; blank pages will be avoided when possible.
 - f. Oversize pages will be avoided when possible, but if necessary will be folded to 8 1/2" X 11".
 - g. Binding shall be the most economical method commensurate with the size of the report and its intended use.
- 2.5 Contractor's Internal Documents: The Contractor's internal documents shall be used to meet the data requirements of this DPD unless a specific format is required by the applicable DRD. The format being used by the Contractor's internal documents shall be readable by COTS tools.
- 2.6 Document Identification: Type 1 and 2 documents published by the Contractor and submitted in response to the data requirements of this DPD shall be identified within an organized identification numbering system prescribed to NASA by the Contractor and, if applicable, as approved by NASA. This number, change legend, date, and title constitute the minimum identification of the specific document and shall appear on the cover and title page. The contract number shall also appear on the cover and title page as separate markings. The originator and organization shall be included on the title page. The document number, change legend, and date shall appear on each page of the document. In the front matter of each document, identify the DPD number and applicable DRD number(s) required for document preparation. Successive issues or revisions of documents shall be identified in the same manner as the basic issue and shall have appropriate change identification. Drawings and Engineering Change Proposals (ECP's) are excluded from the marking provisions of this paragraph. All Type 1 documentation, excluding configuration management requirements, will be marked "PRELIMINARY PENDING NASA APPROVAL," and once approved shall be reissued with "APPROVED BY NASA" and the date and approval authority annotated on the cover.
- 2.7 Reference to Other Documents and Data Deliverables in Data Submittals: All referenced documents shall be made readily available to the cognizant NASA organization upon request. The Contractor should make sure that the references are available to NASA in a manner which does not incur delays in the use of the response document. Reference may be made, within one data submittal, to other data submittals delivered in response to this DPD in those cases where the data required by one DRD may have been delivered by the Contractor in response to another DRD. The

reference to previously-submitted data shall include the applicable DRD number, data submittal version date, and location within the referenced document.

- 2.8 Maintenance of Type 1 Document Submittals
- 2.8.1 Revisions of Type 1 documentation may be accomplished either by individual page revision or by a complete reissue of the document identified in accordance with requirements of 2.7 above, with the exception of drawings (which shall be revised in accordance with contract configuration management requirements).
- 2.8.2 Individual page revisions shall be made as deemed necessary by the Contractor or as directed by the Contracting Officer.
- 2.8.3 A Type 1 document shall be completely reissued when, in the opinion of the Contractor and/or NASA, the document has been revised to the extent that it is unusable in its present state, or when directed by the Contracting Officer. When complete reissues are made, the entire contents of the document shall be brought up to date and shall incorporate revised pages. All revisions shall be recorded. A revision log shall identify complete reissues except for periodic reports and documents which are complete within themselves as final.
- 2.8.4 Changes of a minor nature to correct obvious typing errors, misspelled words, etc., shall only be made when a technical change is made, unless the accuracy of the document is affected.
- 2.8.5 All revised pages shall be identified by a revision symbol and a new date. Each document shall contain a log of revised pages that will identify the revision status of each page with the revision symbol. This list shall follow the table of contents in each document. The line or lines revised on a given page shall be designated by the use of vertical line in the margin of the page, and the change authority shall be indicated adjacent to the change..
- 2.8.6 Contractor Type 1 documents shall not be submitted containing pen and ink markups which correct, add to, or change the text, unless schedule problems exist and approval is obtained in writing from the Contracting Officer. Such markups, however, shall not exceed 20 percent of the page content and shall be acceptable provided that the reproduced copies are legible. In addition, hand-drawn schematics, block diagrams, data curves, and similar charts may be used in original reports in lieu of formally prepared art work, as long as legibility of copies is not impaired. Acceptability will be determined by the Contracting Officer.
- 3.0 DPD MAINTENANCE PROCEDURES
- 3.1 NASA-Initiated Change: New and/or revised data requirements will be incorporated by contract modification to which the new or revised portion of the DPD will be appended. The Contractor shall notify the Contracting Officer in the event a deliverable data requirement is imposed and is not covered by a DRD, or when a DRD is changed by a contract modification and for which no revision to DPD is appended. In such cases, the Contractor shall submit the requested changes to NASA for approval. See paragraph 3.3.1 for change procedures.
- 3.2 Contractor-Initiated Change: Contractor-proposed data requirements, or proposed changes to existing requirements shall be submitted to NASA for approval.
- 3.3 DPD Change Procedures

- 3.3.1 Changes to a contractual issue of this DPD will be identified by NASA on the Document Change Log and Page Revision Log. The actual revised material on the DPD page will be identified by placing a heavy vertical line in the right-hand margin extending the entire length of the change. In addition, the numerical control number of the contractual direction authorizing the change shall be placed adjacent to the vertical revision line. These revision identifiers shall be used to reflect the current revision only; any previous symbols on a page will be deleted by the current revision.
- 3.3.2 The date of the contractual direction paper, e.g., Change Order, Supplemental Agreement, or Contracting Officer's letter shall be entered under the "Status " column of the Page Revision Log adjacent to the affected page or DRD number, and in the "as of" block. The date that was in the "as of" block will be entered in the "Superseding" block.
- 3.3.3 The Document Change Log entitled "Incorporated Revisions" will be changed to indicate the number, portions affected, and associated Supplemental Agreement number, if applicable.
- 3.3.4 The Document Change Log entitled "Outstanding Revisions" is changed periodically to indicate outstanding Change Orders and Contracting Officer notification letters.
- 3.4 DPD Reissues
- 3.4.1 When conditions warrant, the DPD will be reissued by NASA and will supersede the existing DPD in its entirety. Reissues will be issued by contractual direction.
- 3.4.2 All revision symbols (vertical lines and contractual direction control numbers) will be removed from all pages; revision dates shall remain in the Date Revised block on DRD's that have been revised. The issue symbol, which will commence with "A" and progress through "Z," will be entered in the DPD identification block of each DRD page of the DPD.

DATA REQUIREMENTS DESCRIPTION (DRD)

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

1. DRD Title NF 533 Cost Reporting	2. Date of current version June 2008	3. DRL Line lte No. CTSC-BM-01	RFP/Contract No. (Procurement completes) NNJ08TA67B
4. Use (Define need for, intended use of, and/or anticipated results of data) See SCOPE		5. DRD Category: (check one) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional) NASA Procedural Requirements (NPR) 9501.2D "NASA Contractor Financial Management Reporting,"	7. Interrelationships (e.g., with other DRDs) (Optional) SOW 1.8.2 CTSC-BM-02		
8. Preparation Information (Include complete instructions for document preparation)			

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.

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:

Cost Elements

Definitions

Labor

Reported to NASA as hours are incurred.

*Equipment & Materials
(commercial off the shelf)*

Generally reported to NASA when received and accepted by the contractor.

Manufactured Equipment

Defined as any equipment that is produced to specific requirements that make it useless to anyone else without rework. Cost should be reported to NASA as the equipment is being

manufactured. The straight-line method for estimating accrued costs or the use of supplemental information obtained from the vendor are acceptable methods used to calculate the cost accrual amount.

Leases Reported to NASA using a proration over the life of the lease.

Travel Reported to NASA as costs are incurred.

Subcontracts 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).

Unfilled Orders Reported as the difference between the cumulative cost incurred to date and amounts obligated to suppliers and subcontractors.

Fee 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.

Prompt Payment Discounts 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.

The due dates for the NF533M and NF533Q reports are outlined in Chapter 3 of NPR 9501.2D. The following is a summary of the NF533 due date requirements.

<u>NF533 Report</u>	<u>Due Date</u>
NF533M	Due not later than 10 working days following the close of the contractor's monthly accounting period.
NF533Q	Due not later than the 15th day of the month preceding the quarter being reported.

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.

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

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

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

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

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

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

Electronic NF533 Requirement

In addition to submitting the NF533M or NF533Q in a hardcopy format, the contractor, upon request, shall submit the NF533 electronically by the same due date as the hardcopy. The data shall be submitted via email using the Government prescribed flat

file format (see attached Agency Defined File Format for an example of the layout details) and shall include the following header information from the hardcopy.

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

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

describes the data elements to be included in this section of the flat file (see attached Agency Defined File Format for specific layout details).

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

Category

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

Distribution:

- LF6 Cost Accounting (1 hardcopy)
- BT Contracting Officer (1 hardcopy)
- LZ___ Budget/Program Analyst (1 hardcopy)
- ZF___ 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

Header (Non-Repeating Segment)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/ Optional	OTHER CCR Required/ Optional	Field Name	St Pos	EndPos	Len	Formt
HEADER:									
Record Type	Used by eGate to determine record type	'HD' for Header	Required	Required	RECORD_TYPE	1	2	2	CHAR
Contract Number	Contract Number (1b)	Header field— submitted with CONTRACTOR data or defaulted by interface or extension	Required	Required	CONTRACT_NUMBER	3	12	10	CHAR
	Latest definitive Modification Number(CR8197)				MOD_NUMBER	13	18	6	CHAR
Accrual Date	Date the data was generated for. Used by SAP as part of Oracle table key	Accrual Date. MM01YYYY, where MM is the Accrual Month and YYYY is the fiscal year	Required	Required	ACCRUAL_DATE	19	26	8	DATE MM01YYYY
Report Period End Date	Report Period End Date is a date(2)	Header field— submitted with CONTRACTOR data or defaulted by interface or extension	Required	Required	REP_END_DATE	27	34	8	DATE
Operating Days	Operating days(2).	Header field— submitted with CONTRACTOR data	Required	Optional unless Required by contract	OPER_DAYS	35	40	6	NUMERIC
Date Received	Date Received (1d)	System Date upon which the cost data is loaded into the CCR Extension	Required	Required	DATE_REC	41	48	8	DATE
CCR Format	'M' for Monthly and 'Q' for Quarterly (SIR2047)	Submitted with CONTRACTOR data	Required	Required	CCR_FORMAT	49	49	1	CHAR
Cost Unit of Measure	Cost Unit of Measure (SIR2047)	Submitted with CONTRACTOR data	Required	Required	COST_UOM	50	51	2	CHAR
HR/WYE Unit of Measure	Hour/Work-Year-Equivalent Unit of Measure (SIR2047)	Submitted with CONTRACTOR data	Required	Required	HR_WYE_UOM	52	53	2	CHAR

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/Optional	OTHER CCR Required/Optional	Field Name	St Pos	EndPos	Len	Format
	Authorized Contractor Representative – Name of Contractor Approving Officer (CR 8197)				AUTH_SIGNATURE	54	78	25	CHAR
	Authorized Contractor Representative Date Signed – Date CCR is approved/signed by authorized contractor representative(CR 8197)				AUTH_SIGNATURE_DATE	79	86	8	DATE MMDDYYYY
Grand Total Cost Incurred Month (7a)	The Grand Total Contract Prior Month Actual Dollars Column 7a reports actual costs for the prior month.	Submitted with CONTRACTOR data	Required.	Optional. Only required if lower detailed line item data is submitted in monthly batch file.	GT_COST_INCUR_MONTH	87	99	13	CURRENCY(2)
Grand Total HRWYE (7a)	The Grand Total Contract Prior Month Actual Hours Column 7a reports actual HR or WYE for the prior month.	Submitted with CONTRACTOR data	Required if detailed line item data is submitted in monthly batch file.	Required if detailed line item data is submitted in monthly batch file.	GT_HRWYE_PRIOR_MONTH	100	109	10	NUMERIC(1)
	The Grand Total Contract Prior Month Planned Dollars Column (7b) reports planned costs for the prior month. (CR8197)				GT_COST_PLANNED_MONTH	110	122	13	CURRENCY (2)
Grand Total Cost Incurred ITD (7c)	The Grand Total Contract Cost Dollars Column 7c which represents Contract Cost Inception to Date	Submitted with CONTRACTOR data	Required. Does not require detailed line item data if provided from Cost	Required if detailed line item data is provided for this column	GT_ITD_COST	123	135	13	CURRENCY (2)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/ Optional	OTHER CCR Required/ Optional	Field Name	St Pos	EndPos	Len	Formt
			Incurring Month (7a)						
	Grand Total Contract Planned Cost Dollars Column (7d) which represents Planned Contract Cost Inception to Date(CR 8197)				GT_COST_PLANNED_ITD	136	148	13	CURRENCY (2)
Grand Total Estimated Cost (8a)	The Grand Total Contract Estimated Cost for first upcoming month, or Current Month Estimate for cost.	Submitted with CONTRACTOR data	Required	Required if detailed line item data is provided for this column	GT_EST_COST	149	161	13	CURRENCY (2)
Grand Total HR/WYE (8a)	The Grand Total Contract Estimated Hours for first upcoming month, or Current Month Estimate for HR/WYE.	Submitted with CONTRACTOR data	Required if detailed line item data is provided for this column	Required if detailed line item data is provided for this column	GT_HRWYE_FIRST_MONTH	162	171	10	NUMERIC (1)
Grand Total Next Month Estimated Cost (8b)	The Grand Total Contract Estimated Cost for second upcoming month or Next Month Estimate for cost.	Submitted with CONTRACTOR data	Required if detailed line item data is provided for this column	Required if detailed line item data is provided for this column	GT_NEXT_MONTH_EST	172	184	13	CURRENCY (2)
	Grand Total Balance of Contract for the remaining estimate to complete (CR 8197)				GT_BALANCE_CONTRACT	185	197	13	CURRENCY (2)
	Grand Total Contractor Estimate for the total estimate to complete entire scope of contract (CR 8197)				GT_BALANCE_CONTRACTOR_ESTIMATE	198	210	13	CURRENCY (2)
	Grand Total Contract Value based upon Contract Modifications (CR 8197)				GT_CONTRACT_VALUE	211	223	13	CURRENCY (2)
	Grand Total Unfilled Orders Outstanding at end of reporting period (CR 8197)				ST_UNFILLED_ORDERS	224	236	13	CURRENCY (2)

Example File Format

Detail (Repeating Segment)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/ Optional	OTHER CCR Required/ Optional	Field Name	St Pos	End Pos	Len	Format
CCR DETAIL LINE ITEMS:									
Record Type	'DM' for Monthly column 7a Detail; 'DQ' for ITD Column 7c Detail	'RD' for Detail	Required	Required	RECORD_TYPE	1	2	2	CHAR
Reporting Category	Reporting Category (6)	Line item field—submitted with CONTRACTOR data	Required	Required	SERV_ORD_CAT	3	26	24	CHAR
Cost Incurred Month (7a)	Prior Month incurred costs (ACTUALS) for given category.	Line item field—submitted with CONTRACTOR data	Required if detailed line item data is not provided from Cost Incurred Month (7c)	Determined by contract requirement- data from Column 7a, 7c or 8a	COST_INCUR_MONTH	27	39	13	CURRENCY (2)
HR/WYE Incurred Month (7a)	Prior month incurred hours worked [Actuals] for given category..	Line item field—submitted with CONTRACTOR data	Optional unless Required by contract for WYE calculation	Optional unless Required by contract for WYE calculation	HRWYE_INCUR_MONTH	40	49	10	NUMERIC (1)
	Contract Prior Month Planned Dollars Column (7b) reports planned costs for the prior month (CR 8197)				COST_PLANNED_MONTH	50	62	13	CURRENCY (2)
	Contract Cost Dollars Column (7c) which represents Contract Cost Inception to Date (CR 8197)				CUR_COST_INCUR_ITD	63	75	13	CURRENCY (2)
	Contract Planned Cost Dollars Column (7d) which represents Planned Contract Cost Inception to Date (CR 8197)				COST_PLANNED_ITD	76	88	13	CURRENCY (2)
Current Month Estimated Cost (8a)	Estimated costs for first upcoming month for given category.	Line item field—submitted with CONTRACTOR data	Required.	Determined by contract requirement- data from Column 7a, 7c or 8a	CUR_MONTH_EC	89	101	13	CURRENCY (2)
HR/WYE Current Month Estimate (8a)	Estimated hours for first upcoming month for given category. Will only be needed if labor hours are required to be submitted electronically per contract.	Line item field—submitted with CONTRACTOR data	Optional unless Required by contract for WYE calculation	Optional unless Required by contract for WYE calculation	HRWYE_CUR_MONTH_EST	102	111	10	NUMERIC (1)
Next Month Estimated Cost (8b)	Estimated costs for second upcoming month for given category.	Line item field—submitted with CONTRACTOR data	Required unless not part of Contract scope	Required unless not part of Contract scope	NEXT_MONTH_EC	112	124	13	CURRENCY (2)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/ Optional	OTHER CCR Required/ Optional	Field Name	St Pos	End Pos	Len	Format
	Balance of Contract for the remaining estimate to complete (8c) (CR 8197)				BALANCE_CONTRACT	125	137	13	CURRENCY (2)
	Contractor Estimate for the total estimate to complete entire scope of contract (9a) (CR 8197)				CONTRACTOR_ESTIMATE	138	150	13	CURRENCY (2)
	Contract Value based upon Contract Modifications (CR 8197)				CONTRACT_VALUE	151	163	13	CURRENCY (2)
	Unfilled Orders Outstanding at end of reporting period (CR 8197)				UNFILLED_ORDERS	164	176	13	CURRENCY (2)
	Used by SAP to determine Reporting Category Level (1.1.2.2.1) (CR 8197)				REPORTING_LEVEL	177	206	30	CHAR
	Fill in an "X" if record is a Reporting Category. Otherwise, leave blank for Sub-Reporting Category Line Items and Element of Cost detail records. This field is used by SAP to determine if the record is a Reporting Category. (CR 8197)				REPORTING_CAT_INDICATOR	207	207	1	CHAR

Sub-Reporting Category Line Items – Repeating Segment

Field Name	Start Pos	End Pos	Length	Format	Variable Repetition (?;+,n-n)	Description
SUB_RECORD_TYPE	1	2	2	CHAR		'SM' for Monthly column 7a Detail; 'SQ' for ITD column Detail
SUB_REP_CAT	3	26	24	CHAR		Reporting Category
SUB_COST_INCUR_MONTH	27	39	13	CURRENCY (2)		Prior month incurred costs (Actuals) for given category.
SUB_HRWYE_INCUR_MONTH	40	49	10	NUMERIC (1)		Prior month incurred hours worked (Actuals) for given category.
SUB_COST_PLANNED_MONTH	50	62	13	CURRENCY (2)		Contract Prior Month Planned Dollars Column (7b) reports planned costs for the prior month.
SUB_CUR_COST_INCUR_ITD	63	75	13	CURRENCY (2)		Contract Cost Dollars Column (7c) which represents Contract Cost Inception to Date.
SUB_COST_PLANNED_ITD	76	88	13	CURRENCY (2)		Contract Planned Cost Dollars Column (7d) which represents Planned Contract Cost Inception to Date.
SUB_CUR_MONTH_EC	89	101	13	CURRENCY (2)		Estimated costs for first upcoming month for given category (8a).
SUB_HRWYE_CUR_MONTH_EST	102	111	10	NUMERIC (1)		Estimated hours for first upcoming month for given category. Will only be needed if labor hours are required to be submitted electronically per contract (8a).
SUB_NEXT_MONTH_EC	112	124	13	CURRENCY (2)		Estimated costs for second upcoming month for given category (8b).
SUB_BALANCE_CONTRACT	125	137	13	CURRENCY (2)		Balance of Contract for the remaining estimate to complete (8c).
SUB_CONTRACTOR_ESTIMATE	138	150	13	CURRENCY (2)		Contractor Estimate for the total estimate to complete entire scope of contract (9a).
SUB_CONTRACT_VALUE	151	163	13	CURRENCY (2)		Contract Value based upon Contract Modifications (9b).
SUB_UNFILLED_ORDERS	164	176	13	CURRENCY (2)		Unfilled Orders Outstanding at end of reporting period.
REPORTING_LEVEL	177	206	30	CHAR		Used by SAP to determine Reporting Category Level (1.1.2.2.1) (CR 8197).
REPORTING_CAT_INDICATOR	207	207	1	CHAR		Fill in an "X" if record is a Reporting Category. Otherwise, leave Blank for Sub-Reporting Category Line Items and Element of Cost detail records. This field is used by SAP to determine if the record is a Reporting Category. (CR 8197)

533 Agency FILE RECORD LAYOUT (Element of Cost Detail – Repeating Segment (CR8197))

Field Name	Start Pos	End Pos	Length	Format	Variable Repetition (?..+,n-n)	Description
RECORD_TYPE	1	2	2	CHAR		'EM' for Monthly column 7a Detail; 'EQ' for ITD column Detail
EOC_REP_CAT	3	26	24	CHAR		Reporting Category
EOC_COST_INCUR_MONTH	27	39	13	CURRENCY (2)		Prior month incurred costs (Actuals) for given category.
EOC_HRWYE_INCUR_MONTH	40	49	10	NUMERIC (1)		Prior month incurred hours worked (Actuals) for given category.
EOC_COST_PLANNED_MONTH	50	62	13	CURRENCY (2)		Contract Prior Month Planned Dollars Column (7b) reports planned costs for the prior month.
EOC_CUR_COST_INCUR_ITD	63	75	13	CURRENCY (2)		Contract Cost Dollars Column (7c) which represents Contract Cost Inception to Date.
EOC_COST_PLANNED_ITD	76	88	13	CURRENCY (2)		Contract Planned Cost Dollars Column (7d) which represents Planned Contract Cost Inception to Date.
EOC_CUR_MONTH_EC	89	101	13	CURRENCY (2)		Estimated costs for first upcoming month for given category (8a).
EOC_HRWYE_CUR_MONTH_EST	102	111	10	NUMERIC (1)		Estimated hours for first upcoming month for given category. Will only be needed if labor hours are required to be submitted electronically per contract (8a).
EOC_NEXT_MONTH_EC	112	124	13	CURRENCY (2)		Estimated costs for second upcoming month for given category (8b).
EOC_BALANCE_CONTRACT	125	137	13	CURRENCY (2)		Balance of Contract for the remaining estimate to complete (8c).
EOC_CONTRACTOR_ESTIMATE	138	150	13	CURRENCY (2)		Contractor Estimate for the total estimate to complete entire scope of contract (9a).
EOC_CONTRACT_VALUE	151	163	13	CURRENCY (2)		Contract Value based upon Contract Modifications (9b).
EOC_UNFILLED_ORDERS	164	176	13	CURRENCY (2)		Unfilled Orders Outstanding at end of reporting period.
REPORTING_LEVEL	177	206	30	CHAR		Used by SAP to determine Reporting Category Level (1.1.2.2.1) (CR 8197).
REPORTING_CAT_INDICATOR	207	207	1	CHAR		Fill in an "X" if record is a Reporting Category. Otherwise, leave Blank for Sub-Reporting Category Line Items and Element of Cost detail records. This field is used by SAP to determine if the record is a Reporting Category. (CR 8197)

Example File Format

Trailer (provides the number of header & detail records sent from the contractor/vendor/center in order to verify the receipt of complete data after transmission)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/ Optional	OTHER CCR Required/ Optional	Field Name	Start Pos	End Pos	Length	Format
TRAILER:									
Record Type	Used by eGate to determine record type	"TL" for Trailer	Required	Required	RECORD_TYPE	1	2	2	CHAR
Record Count	Count of the number of Detail records sent to process (Detail Only)	Trailer field submitted with CONTRACTOR data	Required	Required	RECORD_COUNT	3	9	7	NUMERIC
	Value of spaces				FILLER	10	207	198	CHAR

Monthly Contractor Financial Management Report				NASA form 533M Approved OMB # 2700-0003		Report for Month Ending:		Operating Days:		
To:		From:		3.Contract Value		a. Cost		b. Fee:		
1.Description of Contract		a. Type:		b. Contract Number and Latest Amendment Number		4.Fund Limitation:		5. Billing		
		c. Scope of Work:		d. Auth. Contr. Rep.(Signature) DATE		a. Invoice Amts. Billed		b. Total Pyts. Recvd.		
COST Reporting Category 6	7. COST INCURRED/HOURS WORKED				8. ESTIMATED COST/HOURS TO COMPLETE			9. ESTIMATED FINAL COST/HOURS		UNFILLED ORDERS OUTSTAND 10
	DURING MONTH		CUM TO DATE		DETAIL		BALANCE OF CONTRACT 8c	TOTAL CONTRACT EAC 9a	TOTAL CONTRACT VALUES 9b	
ACTUAL 7a	PLAN 7b	ACTUAL 7c	PLAN 7d	CURR MTH Estimate 8a	NEXT MTH Estimate 8b					
DIRECT LABOR :	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Other Direct Costs:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL DIRECT COSTS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
OVERHEAD	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
G&A	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL: INDIRECT COST	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL: TOTAL COST	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
FEE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL: COST PLUS FEE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

DATA REQUIREMENTS DESCRIPTION (DRD)

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

<p>1. DRD Title</p> <p>Management Plan</p>	<p>2. Date of current version</p> <p style="text-align: center;">Jun 2008</p>	<p>3. DRL Line Item No.</p> <p style="text-align: center;">CTSC-BM-02</p>	<p>RFP/Contract No. (Procurement completes)</p> <p style="text-align: center;">NNJ08TA67B</p>
<p>4. Use (Define need for, intended use of, and/or anticipated results of data)</p> <p>To enable NASA to evaluate the contractor's management organization, approach, processes, and systems.</p>		<p>5. DRD Category: (check one)</p> <p><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>Clause H.1, Export Licenses Requirements SOW 1.7.1 Monthly Status Report (CTSC-BM-03)</p>		
<p>8. Preparation Information (Include complete instructions for document preparation)</p> <p>SCOPE: The Management Plan shall describe the basis for the contractor's management organization, approach, and processes. It shall provide a comprehensive integration of all management systems of the prime and subcontractors. The plan shall include those processes specifically required to accomplish the Statement of Work, as well as those systems and procedures that are to be set in place by the contractor. The CTSC Management Plan shall describe the contractor's approach for accomplishing contract requirements while adhering to all applicable laws, regulations, and directives.</p> <p>The following items shall be addressed in this plan:</p> <p>(i) Describe your overall management approach to fulfilling all contract requirements including your approach for managing and integrating performance of the IDIQ task orders.</p> <p>(ii) Describe how your overall approach creates an efficient and effective interface to the Government in the management and communication of Statement of Work tasks and priorities. Considering the dynamic nature of the Constellation Program, include a description of how you plan to provide a balanced, coordinated, and proactive approach to management of the IDIQ SOW requirements, contract schedules and deliverables. Describe how you will communicate and obtain Government concurrence with changing priorities and workforce adjustments.</p> <p>(iii) Include your processes and plans for coordinating and interfacing with other Constellation contractors and establishing Associate Contractor Agreements (ACAs). Additionally, describe the involvement of other organizations you will use in conducting this work, their relationships to other organizations on the team, and their proposed contributions to the overall work effort, identified and integrated into each part of the proposal, as appropriate.</p> <p>(iv) Describe your overall proposed organizational structure, including a chart depicting the proposed organization, and provide the rationale for its application to the contract requirements. Include reporting relationships between different organizational units and subcontractors. Include a description of communication channels, lines of authority and reporting relationships within the organization. Describe management relationships between key contractor personnel and their associated NASA personnel. Describe the organizational elements within the overall organization considered most critical to satisfactory accomplishment of all performance requirements and provide rationale as to why these are judged most critical within the framework of the overall organization. Provide supporting rationale that demonstrates the proposed organizational approach will ensure success in each of the critical areas identified. Describe how your organizational structure and processes will provide a single, accountable entity to NASA.</p> <p>(v) Describe the management processes you will use to accurately identify, monitor, and control cost, schedule, product quality and technical risks. Identify any specific risks relative to performance of work under the SOW and any plans to mitigate those risks.</p> <p>(vi) Describe your plan for work definition and authorization, scheduling, budgeting, data accumulation, safety, quality assurance, Program recovery process, subcontract management, material control, indirect cost management, baseline</p>			

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ATTACHMENT J-2

control, and organization structure.

(vii) Describe the approach for managing a multi-discipline, geographically distributed workforce.

(viii) Describe any progressive management, innovations and efficiencies to be implemented and gained through the proposed approach to management of this contract. Provide adequate rationale to substantiate proposed innovations.

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

(x) Identify how you will complete your IT Security training, including the use of SATERN.

(xi) Identify your IT point of contact.

FORMAT: Contractor's format is acceptable.

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

DATA REQUIREMENTS DESCRIPTION (DRD)

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

1. DRD Title Monthly Status Report	2. Date of current version JUN 2008	3. DRL Line Item No. CTSC-BM-03	RFP/Contract No. (Procurement completes) NNJ08TA67B
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4. Use (Define need for, intended use of, and/or anticipated results of data) These reports provide information on the contractor's technical, quality, financial and schedule performance, identifying key accomplishments and threats.	5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
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6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional) SOW 1.8.1 Management Plan (CTSC-BM-02)
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8. Preparation Information (Include complete instructions for document preparation)

SCOPE: The monthly status reports provide a measurement of the contractor's performance on the overall contract as well as on each delivery order. It is comprehensive in nature, and addresses technical, cost, quality and schedule performance. It also provides the contractor the opportunity to highlight significant accomplishments and identify potential threats.

- CONTENT:** The monthly status report shall:
- i) Describe major accomplishments, products delivered, milestones achieved for the overall contract as well as for each delivery order still active. Describe any risks to technical, cost or schedule performance. Include descriptions of any difficulties or dependencies, and any corrective actions taken or needed.
 - ii) Provide a schedule showing progress toward completion of technical requirements or products per delivery order, with updated forecast for completion. Provide a summary showing resource allocation per delivery order and projected resource allocation. Include a rollup showing total resources and projections. Describe any changes between current forecast and that provided from previous month, and any corrective actions (if applicable) to mitigate undesirable deviation from forecast.
 - iii) Describe goals and areas of focus for the following month.
 - iv) Describe any changes in the contract or delivery orders, and potential impacts of those changes on overall ability to meet schedule, quality or cost targets. Describe any plans or processes already implemented, or plans for implementation, to mitigate those impacts.
 - v) Provide a Management Summary which includes, but is not limited to, any organizational changes, changes to processes or procedures, efficiencies planned or implemented or major accomplishments not mentioned previously.

FORMAT: Specific formatting to be mutually agreed upon by NASA and the Contractor.

DELIVERY AND MAINTENANCE: Monthly reports required. Changes shall be incorporated as required by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

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

1. DRD Title Phase-in Plan	2. Date of current version JUN 2008	3. DRL Line Item No. CTSC-PM-01	RFP/Contract No. (Procurement completes) NNJ08TA67B
4. Use (Define need for, intended use of, and/or anticipated results of data) This data package provides a detailed plan for how the contractor will assume the full responsibilities of the contract requirements and their approach at contract phase-in.		5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional) Clause F.5	7. Interrelationships (e.g., with other DRDs) (Optional) SOW 1.6.4		
8. Preparation Information (Include complete instructions for document preparation) <p>SCOPE: The Phase-in plan describes the approach the contractor will use to establish appropriate staffing and resources to effect a smooth transition at contract start. The contractor is expected to meet full performance requirements from the start date of the base contract period. Prior to the contract start, the contractor shall accomplish all tasks necessary to fully perform the work ordered under this contract as of the start date. Examples of such tasks include hiring personnel, obtaining badges and clearances, training personnel, scheduling the performance of the tasks ordered, obtaining approval of a safety and health plan, and compliance with other contractual data requirements.</p> <p>CONTENT: Offeror shall submit a Phase-In Plan discussing your approach for transitioning current Cx SE&I and T&V contract activities from the current contract performance received under T-502x with SAIC and NAS9-02078 with Wyle Laboratories, Inc., 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) Describe processes and procedures to be used for ensuring a smooth phase-in consistent while maintaining efficient continuity of services within the Cx SE&I and T&V for the 31-day period prior to contract start. Fully describe the approach to be used for transitioning current contract activities and implementing proposed processes for a smooth transition. (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) Describe plans for training your personnel and obtaining badges and personnel clearances. (iv) Describe relationships during phase-in with incumbent contractors and NASA, including support, resources, and interfaces expected from each. (v) Provide your proposed Firm Fixed Price for your Phase-in Plan, in accordance with the Cost/Price Proposal Instructions and Excel Pricing Template "Phase-In Plan" (L.22 and Attachment L-3) and that reconciles to contract clause F.5. <p>FORMAT: Contractor's format is acceptable.</p> <p>DELIVERY AND MAINTENANCE: Initial delivery due with proposal. Changes shall be incorporated as required by change page or complete reissue.</p>			

DATA REQUIREMENTS DESCRIPTION (DRD)

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

1. DRD Title Contract Close-out Plan	2. Date of current version JUN 2008	3. DRL Line Item No. CTSC-PR-01	RFP/Contract No. (Procurement completes) NNJ08TA67B
4. Use (Define need for, intended use of, and/or anticipated results of data) Provide content and format requirements for delivery to NASA of all analytical models, tools, supporting documentation, equipment and resource/cost information used to perform future reprocurement activities Note: This data may be disclosed to competing offerors in the future.		5. DRD Category: (check one) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional) Clause F.5	7. Interrelationships (e.g., with other DRDs) (Optional)		

8. Preparation Information (Include complete instructions for document preparation)
SCOPE: This plan shall provide the details necessary to transition the contract to any follow-on contract and to close out the existing contract.

CONTENT: The content of the deliverables shall include:

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

FORMAT: Contractor's format is acceptable

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

DATA REQUIREMENTS DESCRIPTION (DRD)

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

<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;">JUN 2008</p>	<p>3. DRL Line Item No.</p> <p style="text-align: center;">CTSC-PR-02</p>	<p>RFP/Contract No. (Procurement completes)</p> <p style="text-align: center;">NNJ08TA67B</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>DELIVERY AND MAINTENANCE: Initial submission 30 days following contract start. Annual submission required 90 days prior to the anniversary date of the contract. Changes shall be incorporated as required by change page or complete reissue.</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	\$40.00	1
Supervisor	Not Required	E	N	\$32.00	1
Electrical Engineer	Not Required	E	N	\$26.50 - 30.00	3
Engineering Tech, Jr	Engineering Tech, I	N	N	\$16.59 - 18.00	12
Electrical Technician	Electronics Tech				
Secretary	Maint II	N	U	\$21.33 - \$24.00	4
File Clerk	Secretary I	N	N	\$14.67 - \$17.50	2
Clerical Data Entry	General Clerk II	N	N	\$12.97	1
	Word Processor I	N	N	\$11.45 - \$12.90	3

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

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>

FORM 3
Page 1 of 2

FRINGE BENEFITS PER COLLECTIVE BARGAINING AGREEMENT

For period from _____ to _____

Contractor:

Contract Number:

Number of employees in bargaining unit _____

Total number of employees on contract _____

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

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

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

FORM 3
Page 2 of 2

3. Paid Absences:

	Service Requirement	Days per Year
a. Vacation		
b. Holiday		
c. Sick Leave		
d. Jury Leave		
e. Funeral Leave		
f. Military Leave		
g. Other (Describe)		

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

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

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

Signature of Company Representative

Date

FORM 3A
Page 1 of 1

FRINGE BENEFITS FOR SERVICE EMPLOYEES

For Period from _____ to _____

Contractor: _____

Number of nonexempt employees on contract: _____

Total number of employees on contract: _____

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

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

2. Paid Absences

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

Signature of Company Representative

Date

DATA REQUIREMENTS DESCRIPTION (DRD)

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

1. DRD Title Organization Conflict of Interest (OCI) Avoidance Plan	2. Date of current version <p style="text-align: center;">JUN 2008</p>	3. DRL Line Item No. <p style="text-align: center;">CTSC-PR-03</p>	RFP/Contract No. (Procurement completes) <p style="text-align: center;">NNJ08TA67B</p>
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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
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6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional) SOW 1.7.2 H.2 Limitation of Future Contracting
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8. Preparation Information (Include complete instructions for document preparation)
SCOPE: In accordance with NFS 1852.237-72, Access to Sensitive Information, and NFS 1852.237-73, Release of Sensitive Information, the Contractor shall deliver a Conflict of Interest Avoidance Plan with submission of the proposal. Revisions required as necessary. Upon approval, the Organizational Conflict of Interest Avoidance Plan becomes a contractual requirement.

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

- (i) The categories of OCI (FAR 9.505)
 - -Evaluation of own work or company's work that may impair objectivity or result in biased judgment.
 - -Contractor sets biased "ground rules" of procurement (writing SOW or performing systems engineering and technical direction effort) skewing competition in its own favor.
 - -Access to nonpublic information in performance of Government contract.
- (ii) Identify your company/team OCI categories and avoidance technique that have impaired objectivity or biased judgment.
- (iii) List of OCI that cannot not be avoided or mitigated
- (iv) 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
- (v) Safeguards for sensitive information coming into its possession from unauthorized use and disclosure.
- (vi) Safeguards for allowing access to sensitive information only to those employees that need it to perform services under this contract.
- (vii) Mitigation precluding access and disclosure of sensitive information to persons and entities outside of the Contractor's organization, including persons within the Contractor's and subcontractor's company not engaged in support of this contract.
- (viii) 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.
- (ix) 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.
- (x) 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.

- (xi) Safeguards and/or mitigation for any other situation unique to the offeror's circumstances that involves access to sensitive information.

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

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

DATA REQUIREMENTS DESCRIPTION (DRD)

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

1. DRD Title Safety and Health Plan	2. Date of current version JUN 2008	3. DRL Line Item No. CTSC-SA-01	RFP/Contract No. (Procurement completes) NNJ08TA67B
4. Use (Define need for, intended use of, and/or anticipated results of data) Establishes Safety, Health, and Environmental Compliance Plan for Contractors providing support to JSC organizations ***The Office of Primary Responsibility for this DRD is the JSC Safety and Test Operations Division		5. DRD Category: (check one) <input type="checkbox"/> Technical <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> SR&QA	
6. References (Optional) OSHA TED 8.4, Voluntary Protection Plan (VPP) Policies and Procedures Manual JSC 17773, Instructions for Preparation of Hazard Analysis for JSC Ground Operations JPR 1700.1 JSC Safety and Health Handbook	7. Interrelationships (e.g., with other DRDs) (Optional) SOW 1.9.1		

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 Voluntary Protection Program (VPP) requirements. Provide a copy of the updated plan with the changes highlighted to the distribution list above at the start of each Contract year. If no changes are required after the annual review, notify the individuals in the distribution list in writing to that affect.

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

Format:

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

Details:

MANAGEMENT LEADERSHIP AND EMPLOYEE PARTICIPATION

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

1.7 Accountability

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

1.8 Program Evaluation. The program evaluation consists of:

1.8.1 [RESERVED.]

1.8.2 A written self-evaluation report to be delivered two times per year, at the start of each contract year and at the mid point of the contract year. The self evaluation shall be provided for the Contractor performance evaluation. The self-evaluation shall follow the VPP program evaluation report format found in OSHA TED 8.4, Voluntary Protection Programs (VPP) Policies and Procedures Manual, Appendix D, "Annual Submissions", as mandated by the cognizant OSHA regional office. Contractors who have submitted a written self-evaluation as a VPP site may submit their original report to OSHA in lieu of writing a new self-evaluation provided that all action plans and status are updated. The 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 1910.1200, "Hazard Communication"; and Federal Standard 313 (or FED-STD-313), "Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities", as revised. The call for this annual inventory and instructions for delivery will be issued by the JSC Occupational Health and Test Support Office, mail code SD13. This information shall use the format used by JSC for chemical inventory compilation to provide the following:

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

1.10 Government Access to Safety and Health Program Documentation

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

1.11 Review and Modification of Safety Requirements

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

1.12 Procurement

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

1.12.2 Certified Professional Resources

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

2.1 Worksite Analysis

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

2.2 Industrial Hygiene

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

2.3 Hazard Identification

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

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

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

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

2.3.1.4 The 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.

2.5 Accident and Record Analysis

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

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

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

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

formal investigation. All initial reports and selected follow up reporting will be accomplished using IRIS.

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

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

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

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

b. Log of Occupational Injuries/Illnesses

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

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

3. Hazard Prevention and Control

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

3.2 Appropriate Controls

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

3.3 Hazardous Operations and Processes

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

3.4 Written Procedures

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

3.5 Hazardous Operations Permits

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

3.6 Operations Involving Potential Asbestos Exposures

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

3.7 Operations Involving Exposures to Toxic or Unhealthful Materials

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

3.8 Environmental Operations & Activities. Describe your approach to the following:

3.8.1. Operations Involving Hazardous Waste. Identify procedures used to manage hazardous waste from point of generation through disposal. Clearly identify divisions of responsibility between contractor and NASA for hazardous waste generated throughout the life of the contract. Operations that occur on site at JSC, SCTF, or Ellington Field must be evaluated by the JSC Environmental Services Office and must be properly controlled as advised by same. JSC Environmental Services Office must be notified prior to initiation of any new or modified operations, equipment, systems, or activities generating new hazardous wastes or where the chemicals change or there are volume increases of 25% or more on site at JSC, SCTF, or Ellington Field.

3.8.2. Operations Involving New or Modified Emissions/Discharges to the Environment. Set forth methods for identifying new or modified emissions/discharges and coordinating results with the Environmental Services Office, mail code JE. Set forth a plan of procedures to conduct pollution prevention, waste minimization or source reduction/elimination of environmental pollution. Address management and continuous improvement for the reduction of hazardous materials; substitution of non-hazardous or less hazardous materials for hazardous materials; proper segregation of hazardous wastes from non-hazardous wastes; and other methods described by NASA, EPA, GSA, and Executive Order recycled content / affirmative procurement purchases. The JE/Environmental Office is the single point of contact for coordinating all JSC environmental permits. Emphasis shall be placed on providing for sufficient lead time for processing permits through the appropriate state agency and/or the Environmental Protection Agency.

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 Correction and Tracking. 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 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.

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

3.13 Disciplinary System

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

3.14 Emergency Preparedness

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

4. Safety and Health Training

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

ATTACHMENT J-3

APPLICABLE AND REFERENCE DOCUMENTS

Applicable Documents

Document Number	Document Title
CxP 70008	Constellation Program Master Integration and Verification Plan (MIVP)
CxP 70009	Constellation Program Systems Integrated Analysis Plan (SIAP)
CxP 70013	Constellation Program System Engineering Management Plan
CxP 70016	Constellation Program Requirements Engineering Management Plan
CxP 70017	Constellation Program Probabilistic Risk Assessment (PRA) Methodology Document
CxP 70038	Constellation Program Hazard Analyses Methodology
CxP 70043	Constellation Program Hardware Failure Modes and Effects Analysis and Critical Items List (FMEA/CIL) Methodology
CxP 70056	Constellation Program Risk Management Plan
CxP 70062	Constellation Program Interface Control Plan
CxP 70070-ANX05-01	Constellation Program Management Plan Annex 5: Security Management Plan, Book 1: Functional Security Requirements
CxP 70074	Constellation Program Modeling and Simulation Integrated Management Implementation Plan
CxP 70076	Constellation Program Modeling and Simulation Management Requirements - Level II
CxP 70137	Constellation Program Structural Loads Control Plan
CxP 70141	Constellation Program Electromagnetic Environmental Effects (E3) Control Plan
CxP 70144	Constellation Program Ionizing Radiation Control Plan
CxP 70151	Constellation Program Mass Properties Control Plan

CxP 70154	Constellation Program Contamination Control Plan
CxP 70158	Constellation Requirements Integration Management Plan (<i>Note: This document is not currently available. See CxP 70016 and CxP 70062 for relevant content</i>)
NPR 1600.1	NASA Security Program Procedural Requirements
NPR 2810.1A	Security of Information Technology
NPR 7123.1A	NASA Systems Engineering Processes and Requirements
NPR 9501.2D	NASA Contractor Financial Management Reporting
JPR 1700.1	JSC Safety and Health Handbook
JPR 5335.3	Quality Manual
JSC 17773C	Preparing Hazard Analysis for JSC Ground Operations
OSHA TED 8.4	Voluntary Protection Program (VPP) Policies and Procedures Manual (see Link to OSHA)
ASME Y14.100-2004	Engineering Drawing Practices (see Link to ASME)
ASME Y14.41-2003	Digital Product Definition Data Practices (see Link to ASME)
ASME Y14.24	Types and Applications of Engineering Drawings (see Link to ASME)
ASME Y14.34M	Associated Lists (see Link to ASME)
ASME Y14.35	Revision of Engineering Drawings and Associated Documents (see Link to ASME)

REFERENCE DOCUMENTS

Document Number	Document Title
CxP 70000	Constellation Architecture Requirements Document (CARD)
CxP 70003-ANX01	Constellation Program Plan Annex 1: Need, Goals, and Objectives
CxP 70003-ANX02	Constellation Program Plan Annex 2: Integrated Master Plan (IMP)
CxP 70006	System Requirements Review (SRR) Process Plan
CxP 70007	Constellation Design Reference Missions and Operational Concepts
CxP 70012	Constellation Program Reference Architecture Document (RAD)
CxP 70013-ANX01	Constellation Program System Engineering Management Plan, Annex 1: Initial Capability System Definition Review (SDR) Plan
CxP 70014	Constellation Program Margin Management Plan (MMP)
CxP 70022-01	Constellation Program Command, Control, Communication, and Information (C3I) Interoperability Standards Book, Volume 1: Interoperability Specification
CxP 70036	Constellation Program Environmental Qualification and Acceptance Testing Requirements (CEQATR)
CxP 70061	Constellation Program Command, Control, Communications, and Information (C3I) Strategic Plan
CxP 70064	Constellation Program Supportability Plan
CxP 70067	Constellation Program Human-Rating Plan
CxP 70068-01	Constellation Program Problem Reporting, Analysis and Corrective Action (PRACA) Requirements, Volume 1, Problem Processing Requirements
CxP 70070-ANX01	Constellation Program Program Management Plan Annex 1: Boards and Panels Structure
CxP 70070-ANX03	Constellation Program Management Plan Annex 3: Integrated Master Schedule

CxP 70070-ANX05-02	Constellation Program Program Management Plan Annex 5: Security Management Plan, Book 2: Information Technology Security Architecture
CxP 70070-ANX09	Constellation Program Management Plan Annex 9: EVMS
CxP 70072	Constellation Program Management Systems Plan (MSP)
CxP 70072-ANX01	Constellation Program Management Systems Plan Annex 1: Common Glossary and Acronyms List
CxP 70073-01	Constellation Program Management Systems Requirements Volume 1: Configuration Management Requirements
CxP 70073-02	Constellation Program Management Systems Requirements Volume 2: Data Management Requirements
CxP 70073-03	Constellation Program Management Systems Requirements Volume 3: Data Architecture Requirements
CxP 70077	Constellation Program Architecture Description Document (ADD)
CxP70077-ANX01	Flight Manifest
CxP 70078	Constellation Program Computing Systems Architecture Description Document (CSADD)
CxP 70084	Constellation Integrated Test Plan (ITP)
CxP 70085	Constellation Integrated Flight Test Strategy (IFTS)
CxP 70086	Constellation Program Software Verification and Validation Plan (SVVP)
CxP 70087	Constellation Program Reliability and Maintainability (R&M) Plan (RMP)
CxP 70132	Constellation Program Commonality Plan
CxP 70138	Constellation Program Level 2 Coordinate Systems
CxP 70142	Constellation Program Navigation Standards Specification Document
CxP 70163	Constellation Program Technical Performance Measures (Draft)

NPR 7120.5D	NASA Spaceflight Program and Project Management Requirements
NPR 7120.6	Lessons Learned Process

ATTACHMENT J-4

PERSONAL IDENTITY VERIFICATION (PIV) CARD ISSUANCE PROCEDURES

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

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

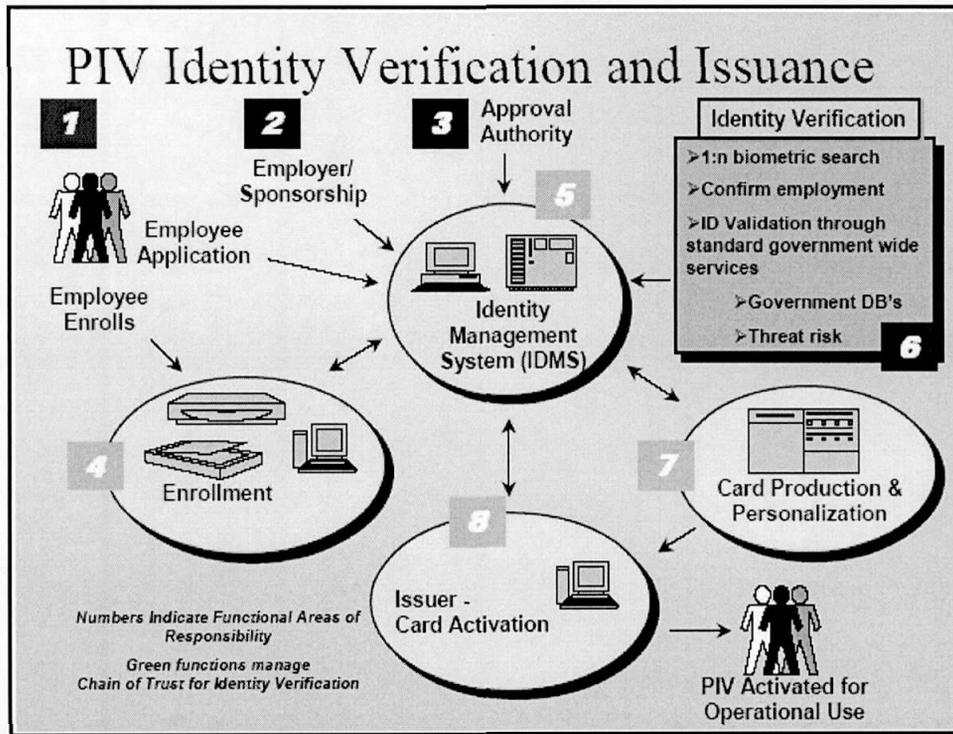


Figure A-1, FIPS 201, Appendix A

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

Step 1:

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

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

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

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

Step 2:

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

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

Step 3:

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

Step 4:

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

Step 5:

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

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

Step 6:

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

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

Step 7:

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

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

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

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

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

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

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

ATTACHMENT J-5

Reserved

ATTACHMENT J-9

ACRONYM LIST

ACRONYMS

Acronym	Definition
ACA	Associate Contractor Agreements
ADD	Architecture Description Document
ASME	American Society of Mechanical Engineers
AT&A	Analyses ,Trades and Architecture
CAMP	Constellation Asset Management Panel
CARD	Constellation Architecture Requirements Document
CART	Constellation Analysis and Requirements Traceability
CDR	Critical Design Review
CEQATR	Environmental Qualification and Acceptance Test Requirements
CEV	Crew Exploration Vehicle
CIL	Critical Items List
CM	Configuration Management
COTS	Commercial Of The Shelf
CTSC	Constellation Technical Services Contract
CxAWG	Constellation Analysis Working Group
CxDAWG	Constellation Data Architecture Working Group
CxM&SWG	Constellation Modeling and Simulation Working Group
CxP	Constellation Program
CxPO	Constellation Program Office
CxSECB	Constellation Systems Engineering Control Board
CxTAWG	Constellation Test Architecture Working Group
DACR	Days Away Case Rate
DPD	Data Procurement Document
DRD	Data Requirement Description
DRL	Data Requirements List
DRM	Design Reference Mission
ECP	Engineering Change Proposal
ELP	Exploration Launch Project
ESMD	Explorations Systems Mission Directorate
EVA	Extravehicular Activity
FAR	Federal Acquisition Regulation
FEIT	Functional Element Integrated Testing
FMEA	Failure Mode and Effects Analyses
FOICB	Flight Operations Integration Control Board
FTE	Full Time Equivalent
HQ	Headquarters
IBT	Integrated Build Tool
ICD	Interface Control Document
IDAC	Integrated Design Analysis Cycle
IDD	Interface Definition Document
IDIQ	Indefinite Delivery Indefinite Quantity
IFTP	Constellation Integrated Flight Test Plan
IHA	Integrated Hazards Analyses

IMP	Constellation Integrated Master Plan
IMS	Constellation Integrated Master Plan Schedule
IMSP	Integrated Modeling and Simulation Plan
IRD	Interface Requirements Document
IT	Information Technology
ITP	Constellation Integrated Test Plan
MEIT	Multiple Element Integration Testing
MIVP	Master Integration and Verification Plan
MOA	Memoranda of Agreement
MOU	Memoranda of Understanding
MSDS	Material Safety Data Sheets
MSP	Management Systems Plan
NFS	NASA FAR Supplement
NGO	Needs, Goals, and Objectives
NPR	NASA Procedural Requirements
OCI	Organizational Conflict of Interest
OSHA	Occupational Safety and Health Administration
PDR	Preliminary Design Review
PR	Purchase Request
PRIMO	Process, Requirements, and Interface Management Office
PTI	Program Technical Integration
RAD	Reference Architecture Document
RFP	Request For Proposal
RICWG	Requirements and Interface Control Working Group
RID	Review Item Disposition
RIMP	Requirements and Interfaces Management Plan
SDR	Systems Design Review
SE&I	Systems Engineering and Integration
SEMP	Program Systems Engineering Management Plan
SIAP	System Integrated Analysis Plan
SIG	Systems Integration Group
SIP	Systems Integration Plan
SME	Subject Matter Expert
SOW	Statement Of Work
SR&QA	Safety Reliability and Quality Assurance
SRD	System Requirements Document
SRR	Systems Requirements Review
SVVP	Software Verification and Validation Plan
T&E	Test and Evaluation
T&V	Test & Verification
TDS	Task Description Sheet
TIG	Test Integration Group
TIM	Technical Interchange Meeting
TPM	Technical Performance Measures
TRR	Test Readiness Review
TVR	Test Verification Requirements
VPP	Voluntary Protection Program

VV&A	Verification, Validation, and Accreditation
WYE	Work Year Equivalent

ATTACHMENT J-10

INSTALLATION ACCOUNTABLE GOVERNMENT PROPERTY

LIST OF GOVERNMENT FACILITIES

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

ATTACHMENT J-11

US DEPARTMENT OF LABOR WAGE DETERMINATION/COLLECTIVE BARGAINING AGREEMENT

January 1996

**NOTICE OF INTENTION TO MAKE
A SERVICE CONTRACT AND RESPONSE TO
NOTICE**

U.S. DEPARTMENT OF LABOR

EMPLOYMENT STANDARDS
ADMINISTRATION*(See Instructions on Reverse)*

1. NOTICE NO.

NASA

51391

EMAIL TO:

**Administrator
Wage and Hour Division
U.S. Department of Labor
Washington, DC 20210**

2. Estimated solicitation date *(use numerals)*

Month	Day	Year
10	16	07

3. Estimated date bids or proposals to be opened or negotiations begun *(use numerals)*

Month	Day	Year
12	20	07

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

Month	Day	Year
06	12	08

5. PLACE(S) OF PERFORMANCE

Harris County, TX

6. SERVICES TO BE PERFORMED *(describe)*

II: Constellation Technical Services
Contract Period: 06/12/08 to 06/11/2010

7. INFORMATION ABOUT PERFORMANCE

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

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

a. Name and address of incumbent contractor

SAIC
2200 Space Park Drive, Suite 200
Houston, TX 77058

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

WD 94-2516

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

None

RESPONSE TO NOTICE

(by Department of Labor)

A. The attached wage determination(s) listed below apply to procurement.
WD 2005-2516, Rev 5

B. As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.

C. From information supplied, the Service Contract Act does not apply *(see attached explanation)*.

D. Notice returned for additional information *(see attached explanation)*

Signed: _____
(U.S. Department of Labor)

(Date)

9. OFFICIAL SUBMITTING NOTICE

SIGNED:

Original signed by

DATE

09/27/07

TYPE OR PRINT NAME

Connie R. Pritchard
Contract Labor Relations Officer

TELEPHONE NO.

281-483-4121

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

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

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

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

By direction of the Secretary of Labor

William W. Gross	Division of	Wage Determination No.: 2005-2516
Director	Wage Determinations	Revision No.: 5
		Date of Revision: 08/16/2007

State: Texas

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

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	13.67
01012 - Accounting Clerk II	15.35
01013 - Accounting Clerk III	17.17
01020 - Administrative Assistant	22.95
01040 - Court Reporter	19.81
01051 - Data Entry Operator I	11.67
01052 - Data Entry Operator II	14.32
01060 - Dispatcher, Motor Vehicle	15.40
01070 - Document Preparation Clerk	13.41
01090 - Duplicating Machine Operator	13.41
01111 - General Clerk I	10.80
01112 - General Clerk II	12.97
01113 - General Clerk III	14.88
01120 - Housing Referral Assistant	20.55
01141 - Messenger Courier	11.95
01191 - Order Clerk I	13.42
01192 - Order Clerk II	15.24
01261 - Personnel Assistant (Employment) I	13.79
01262 - Personnel Assistant (Employment) II	16.50
01263 - Personnel Assistant (Employment) III	17.63
01270 - Production Control Clerk	18.50
01280 - Receptionist	10.93
01290 - Rental Clerk	14.34
01300 - Scheduler, Maintenance	15.92
01311 - Secretary I	15.92
01312 - Secretary II	17.73
01313 - Secretary III	20.55

01320 - Service Order Dispatcher	14.63
01410 - Supply Technician	22.95
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.