

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		PAGE OF PAGES 1 35	
2 CONTRACT NO NNJ08HA01C	3 SOLICITATION NO NNJ07136789R	4 TYPE OF SOLICITATION Negotiated (RFP)	5 DATE 8/31/2007	6 REQUISITION/PURCHASE NO JSC PROCUREMENT OFFICER 3/28/08 DATE	
ISSUED BY JASA Johnson Space Center Attn: Adrian Clayton/BH2 2101 NASA Parkway Houston TX 77058		8 ADDRESS OFFER TO			

**SOLICITATION**  
 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, or if handwritten, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time.  
 CAUTION — Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to terms and conditions contained in this solicitation.

10 FOR INFORMATION CALL A NAME Adrian D. Clayton	B TELEPHONE (& Ext) (281) 483-8498 X	FAX (281) 244-0995	C E-MAIL ADDRESS adrian.d.clayton@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 with 60 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13 DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14 ACKNOWLEDGMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO	DATE	AMENDMENT NO	DATE
	01	10 Sep 07	04	17 Oct 07
	02	3 Oct 07		
	03	11 Oct 07		

15A NAME AND ADDRESS OF OFFEROR L-3 Communications Titan Corporation 1501 Merchants Way Niceville, FL 32578-9728	CODE 05MM8 FACILITY	15 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER Madeline Cunningham Sr. Contracts Specialist
15B TELEPHONE (& EXT) 850-897-8473	16 CHECK IF PERMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17 SIGNATURE <i>Madeline Cunningham</i>
		18 OFFER DATE 24 Oct 07

**AWARD (To be completed by Government)**

19 ACCEPT ITEMS NUMBERED	20 AMOUNT \$49,000,000.00	21 ACCOUNTING AND APPROPRIATION
22 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304(a) 41 U.S.C. 203(a)	23 SUBMIT IN COPIES TO ADDRESS SHOWN IN ITEM 18 (9 copies unless otherwise specified)	
24 ADMINISTERED BY (if other than item 7)	25 PAYMENT WILL BE MADE BY See Clause G.2	

26 NAME OF OFFICIAL AUTHORIZED TO ACCEPT (if or print) Robert Kolb	27 OFFERER SIGNATURE (if or print) <i>Robert Kolb</i> Specialist Contracting Office	28 AWARD DATE 3/11/08
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**IMPORTANT – Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

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SOLICITATION/CONTRACT FORM

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**PART I - THE SCHEDULE**

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*SECTION B - SUPPLIES OR SERVICES AND PRICE COSTS*

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**B.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

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

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

CLAUSE NUMBER	TITLE	DATE
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None included by reference.

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

CLAUSE NUMBER	TITLE	DATE
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None included by reference.

(End of clause)

**B.2 (NFS 1852.216-74) ESTIMATED COST AND FIXED FEE (DEC 1991)**

The estimated cost of this contract is TBD exclusive of the fixed fee of TBD.  
 The total estimated cost and fixed fee is not-to-exceed (NTE) \$49,000,000.

This clause will be updated as task orders are issued. Attachment J.5 contains a listing of all task orders issued under the contract.

(End of clause)

**B.3 (NFS 1852.232-81) CONTRACT FUNDING (JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$185.615. This allotment is for Automation, Robotics & Simulation Division (AR&SD): Simulation & Software Technology (S&ST) Services and covers the following estimated period of performance: 5 years.

(b) An additional amount of \$14,385 is obligated under this contract for payment of fee.

(End of clause)

**B.4 TYPE OF CONTRACT: COST PLUS FIXED FEE - INDEFINITE  
DELIVERY/INDEFINITE QUANTITY**

- (a) The total estimated cost and fixed fee of this contract is not to exceed \$49,000,000.
- (b) The contract value shall be calculated as the summation of the task order values.
- (c) The minimum contract value of work that will be ordered under this contract is \$200,000.

(End of clause)

b4

b4

The rates in the above table are fully burdened, however they do not include fee.  
The Not-to-Exceed (NTE) fee for task orders issued under this contract is b4

B.6 FIRM FIXED PRICE FOR PHASE-IN

The Firm Fixed Price for phase-in is b4

(End of clause)

[END OF SECTION]

*SECTION C - DESCRIPTION/SPECIFICATION WORK STATEMENT*

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**Automation, Robotics & Simulation Division (AR&SD)  
Simulation and Software Technology**

The Contractor shall provide the products or services specified in Section B in accordance with the following:

**1.0 INTRODUCTION**

This statement of work describes the effort necessary to provide simulation and software technology support to the Automation, Robotics, and Simulation Division (AR&SD) of NASA, Lyndon B. Johnson Space Center (JSC). AR&SD is responsible for developing and supporting simulation and Virtual Reality (VR) applications for Extra Vehicular Activity (EVA) training systems, robotics training systems, and engineering analysis; and developing situational awareness and planning software. AR&SD is also responsible for providing engineering in the areas of Vehicle System Management (VSM), automation and intelligent systems, and telerobotics and autonomous robotic systems for ground and space flight applications. AR&SD supports the Space Shuttle, International Space Station (ISS), and Constellation Programs, as well as other advanced programs. The contractor is responsible for providing simulation and software technology support to the AR&SD for the tasks defined under the Scope below.

**2.0 SCOPE**

The contractor shall provide AR&SD with simulation and software technology support in the fields of (1) Virtual Reality, (2) Trick Simulation Environment, (3) Trick Simulation Math Models and Applications, (4) Trick Simulation Analysis, (5) Research and Development in advanced robotics and intelligent systems, (6) MAGIK Simulation Maintenance and Development, (7) Vehicle System Management, (8) System Engineering and Integration, (9) CEV Engineering Analysis Test Bed, (10) Guidance, Navigation, and Control Simulation Analysis, and (11) Constellation Simulation and Avionics Model Development, as detailed in the following sections.

**2.1 Virtual Reality (VR)**

The field of virtual reality includes research, design, and development of VR state-of-the-art technologies and software. The contractor shall continue development and maintenance of the Display Software Package (DSP) and Dynamic Onboard Ubiquitous Graphics (DOUG) software packages that support the Virtual Reality Lab and its task to support EVA training and provide flight software for the Space Station and Space Shuttle. The DOUG software package will also be used in multiple training facilities at JSC.

The contractor shall provide VR training environments, including mission specific scene databases, for astronaut EVA training and robotic systems training. These environments include helmet mounted displays, wide-screen displays, motion and force feedback devices, mass handling robotic hardware-in-the-loop simulations, and other sensor devices for motion tracking. The contractor shall develop innovative image generation algorithms and techniques, and interface these capabilities with existing off-the-shelf sensor and motion hardware. The contractor shall integrate dynamic simulations into these environments for training and engineering analysis, and provide astronaut training session support.

## **2.2 Trick Simulation Environment**

The Trick Simulation Environment is a set of software utilities and code generators which allow users to rapidly develop, integrate, and operate simulations based on the specific requirements of their application domain. The Trick core capabilities are defined as the run-time executive, user interfaces, code generators, and other simulation construction and operation support utilities. The contractor shall develop and maintain the Trick simulation environment core capabilities. The contractor shall perform the hardware and software System Administration (SA) duties that are required to facilitate the Trick development network and computer laboratory.

## **2.3 Trick Simulation Math Models and Applications**

In conjunction with the Trick Simulation Environment, there are multiple simulation applications consisting of math models, verified simulations, and other supporting software utilities. The contractor shall develop and maintain the Trick simulation math models including dynamic and kinematic Space Shuttle and ISS robotic systems, manipulator/orbital dynamics, earth environmental models, contact dynamics models, and interfaces to numerous scene generation graphics capabilities developed at JSC. The contractor shall develop and support advanced kinematics and dynamic robotic and space craft simulations and tools for engineering analysis and real-time man-in-the-loop/hardware-in-the-loop training and the associated documentation.

The Trick simulation applications vary widely and include batch (non-real-time), real-time, hardware-in-the-loop, human-in-the-loop, multi-process/processor, and multi-computer simulations using both Trick discrete time and event based scheduling mechanisms. The contractor shall develop Trick simulation applications which may include investigating, designing, prototyping, developing, testing, and documenting advanced simulation techniques for robotics and spacecraft systems. In performing these tasks, the contractor shall also develop and evaluate software requirements and software algorithms necessary to provide simulations of robotics systems, spacecraft systems and integrated robotics and spacecraft environments.

## **2.4 Trick Simulation Analysis**

The Trick math models and simulation applications may be used for engineering analysis of robotic and spacecraft systems. The contractor shall develop analysis requirements, run analysis simulations, analyze data, and document the results of the analysis.

## **2.5 Research and Development in Advanced Robotics and Intelligent Systems**

Research and development in advanced robotics includes research, prototyping, design, and development of intelligent and/or autonomous robotic software systems in support of space operations, science, and exploration missions. The contractor shall analyze missions, tasks, and scenarios; develop software designs, requirements, and software algorithms necessary to provide intelligent robotics architectures, systems or subsystems; develop tools and environments; and develop effective human-robot interactive systems. The contractor shall perform research in advanced robotics, develop prototypes, and design and develop software for new robotic grasping techniques, aiming for potential sharing of human hand-held tools with robots in space.

The field of intelligent systems includes intelligent software technologies in the areas of monitoring and control, advanced knowledge capture, knowledge management, and knowledge based application tools, software and services. It also includes advanced and intelligent software technologies in autonomous control, advanced workflow, human-computer interaction, procedure execution, Intelligent Computer Aided Training (ICAT), space vehicle on-board and ground system applications, and/or web-based collaboration. The contractor shall provide research in intelligent systems; develop prototypes and requirements; and design, develop, test, and certify knowledge-based software technologies and/or software tools.

## **2.6 MAGIK Simulation Maintenance and Development**

The Manipulator Analysis Graphic Interactive Kinematic (MAGIK) simulation supports kinematic analysis for the Shuttle Remote Manipulator System (SRMS), the Space Station Remote Manipulator System (SSRMS), the Special Purpose Dexterous Manipulator (SPDM), and other robotic systems. MAGIK is an interactive robotics simulation tool that provides 2D and 3D graphical user interfaces and displays for robotic analysis. The contractor shall develop and maintain the MAGIK simulation to meet the analysis requirements as defined in various software Change Requests (CRs). The contractor shall integrate the flight system manipulator control system software, as supplied by the Trick simulation tool, into the MAGIK software. The contractor shall also integrate the Enigma graphic simulation releases, as supplied by NASA, into the MAGIK simulation.

## 2.7 Vehicle System Management (VSM)

The contractor shall support the VSM subsystem manager by performing assessments of life cycle implementation for the VSM design, including SRS-level requirements, design, integration and test, production, certification and acceptance.

## 2.8 System Engineering and Integration (SEI)

The contractor shall support the VSM subsystem manager in development of Flight Software reference architecture. The contractor shall perform systems engineering analysis by identifying architectural driving requirements, trading architectural patterns that satisfy the requirements, performing functional allocations across the avionics components, and assessing contractor design and implementation against the reference architecture.

Additionally, the contractor shall develop content, and application of procedures, in support of vehicle system interactions and mission operations, as well as assess procedures used with respect to different phases of flight.

## 2.9 Crew Exploration Vehicle (CEV) Engineering Analysis Test Bed

The CEV Engineering Analysis test bed will be used to support requirements, architecture, design analysis, and evaluation of command & data handling, vehicle system management, and other avionics integration software functionality. The contractor shall develop the test bed and provide configuration management responsibilities, including documentation and property custodian duties.

## 2.10 Guidance, Navigation, and Control (GN&C) Simulation Analysis

This task involves GN&C simulation software development for application to autonomous systems development. The contractor shall perform simulation tasks, which include (1) model and algorithm development, software integration, configuration management, issue tracking, and version delivery, (2) Real-time hardware in the loop facility development, testing, and configuration management to support integrated testing of autonomous systems, GN&C, and avionics, and (3) Simulation and testing requirements development and documentation for support of autonomous systems and GN&C software.

The contractor shall perform autonomous navigation system development tasks, which include: (1) Global Positioning System (GPS) receiver firmware architecture design, development, and testing, (2) Navigation software architecture design, development, and testing including simulation only and integrated hardware tests, and (3) Evaluation of existing or proposed navigation systems including hardware, software, and algorithms.

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## **2.11 Constellation Simulation and Avionics Model Development**

The contractor shall support Constellation simulation and avionics model development, which includes full life cycle support of spacecraft simulation modeling and facility development, including requirements definition, design, prototyping, implementation, integration, test, verification, and documentation. The contractor shall perform facility-specific development and integration required to interface with flight hardware and software avionics systems. It is anticipated that multiple simulation and avionic facilities will share math models developed under this task; therefore the contractor shall follow modeling and simulation standards and data architectures to facilitate model sharing between simulations.

[END OF SECTION]

*SECTION D - PACKAGING AND MARKING*

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**D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

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

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

CLAUSE NUMBER	TITLE	DATE
------------------	-------	------

None included by reference.

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

CLAUSE NUMBER	TITLE	DATE
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None included by reference.

(End of clause)

**D.2 (NFS 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*

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**E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

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

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

<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
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<b>52.246-5</b>	<b>INSPECTION OF SERVICES - COST-REIMBURSEMENT</b>	<b>(APR 1984)</b>
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**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES**

<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
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None included by reference.

(End of clause)

**E.2. (NFS 1852.246-72) MATERIAL INSPECTION AND RECEIVING REPORT (AUG 2003)**

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in 5 copies, an original and

- Contracting Officer - Original
- COTR/ER - 1 Copy
- Transportation Officer/JB7 - 1 Copy
- Property and Equipment Branch/JB3 - 1 Copy
- Property Accounting/LF6 - 1 Copy

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on

the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words CONTAINS DD FORM 250 on the package.

(End of clause)

[END OF SECTION]

*SECTION F - DELIVERIES OR PERFORMANCE*

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F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

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

CLAUSE NUMBER	TITLE	DATE
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None included by reference.

(End of clause)

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is 5 years. The period of performance will be from May 1, 2008 to April, 30 2013.

(End of clause)

F.3 SHIPPING INSTRUCTIONS

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

Parcel Post Shipments and Freight Shipments

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

Mark for: Accountable Property Officer  
Mark with: NNJ08HA01C

For reissue to: ER/ Julie Kliesing Bldg. 32 / Room 238C  
Organization/Office Code: ER  
Building No.: For reissue to: Bldg. 32 / Room 238C

(b) Additional delivery instructions:  
None

(c) Additional marking instructions:  
None

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

(End of clause)

[END OF SECTION]

*SECTION G - CONTRACT ADMINISTRATION DATA*

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	TITLE	DATE
------------------	-------	------

None included by reference.

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

CLAUSE NUMBER	TITLE	DATE
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- 1852.216-75 PAYMENT OF FIXED FEE (DEC 1988)
- 1852.227-86 COMMERCIAL COMPUTER SOFTWARE - LICENSING (DEC 1987)
- 1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988)
- 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004)
- 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (JUL 1997)
- 1852.245-72 LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR OR OTHER SERVICES (MAR 1989)

(End of clause)

G.2 (1852.227-11) PATENT RIGHTS – RETENTION BY CONTRACTOR (SHORT FORM)

As prescribed at 1827.303-70(a), modify the clause at FAR 52.227-11 by adding the following subparagraph (5) to paragraph (c) of the basic clause; adding the following subparagraph (5) to paragraph (f); and using the following subparagraph (2) in lieu of subparagraph (g)(2) of the basic clause:

(c)(5) The Contractor may use whatever format is convenient to disclose subject inventions required in subparagraph (c)(1). NASA prefers that the contractor use either the electronic or paper version of NASA Form 1679, Disclosure of Invention and New Technology (Including Software) to disclose subject inventions. Both the electronic and

paper versions of NASA Form 1679 may be accessed at the electronic New Technology Reporting Web site <http://invention.nasa.gov>.

(End of addition)

(f)(5) The Contractor shall provide the Contracting Officer the following:

(i) A listing every 12 months (or such longer period as the Contracting Officer may specify) from the date of the contract, of all subject inventions required to be disclosed during the period.

(ii) A final report prior to closeout of the contract listing all subject inventions or certifying that there were none.

(iii) Upon request, the filing date, serial number and title, a copy of the patent application, and patent number and issue date for any subject invention in any country in which the contractor has applied for patents.

(iv) An irrevocable power to inspect and make copies of the patent application file, by the Government, when a Federal Government employee is a coinventor.

(End of addition)

(g)(2) The Contractor shall include the clause in the NASA FAR Supplement at 1852.227-70, New Technology, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, research, design, or engineering work to be performed by other than a small business firm or nonprofit organization.

(End of substitution)

**G.3 (NFS 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:

LF321/Funding & Commercial Accounting Section National Aeronautics and Space Administration Johnson Space Center Houston, TX 77058-3696

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

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

(c) If the contractor is not authorized to submit interim cost vouchers directly to the

paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

the cognizant DCAA office

(2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

(i) Copy 1 NASA Contracting Officer

(ii) Copy 2 Auditor

(iii) Copy 3 Contractor

(iv) Copy 4 Contract administration office; and

(v) Copy 5 Project management office.

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

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

LF321/Funding & Commercial Accounting Section National Aeronautics and Space Administration Johnson Space Center 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 (NFS 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:

Title  
 Technology Transfer & Commercialization Office  
 Office Code - HA  
 Address (including zip code)  
 NASA Johnson Space Center  
 Houston, TX 77058  
 New Technology Representative  
 Patent Representative - AL

(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 (NFS 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 (NFS 1852.245-71) INSTALLATION-ACCOUNTABLE GOVERNMENT  
PROPERTY ALTERNATE 1 (NOV 2004) DEVIATION (AUG 2007)**

NOTE: (c) Supplies will not be provided to contractors.

The contractor personnel will be performing work onsite at JSC and will be using NASA owned property.

(a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only

within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following additional responsibilities associated with property used.

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.

Property Custodian Responsibilities: Reference NPR 4200.2B

Chapter 2: Responsibilities

Section 2.3. Property Custodians

Section 2.4 Full Time Property Custodians

Paragraphs 2.4.1 and 2.4.2

Chapter 4: Operational Procedures

Section 4.2 Identification of Equipment

Paragraphs 4.2.8, 4.2.9, 4.2.10,

Section 4.3. Standard NEMS Reports for Property Custodians.

Paragraphs 4.3.1 through 4.3.4.5

Section 4.4. Inventory Procedures.

Paragraphs 4.4.1 through 4.4.5

Chapter 5. (Entire Content)

User Responsibilities: Reference Document (NPR 4200.2B)

Chapter 2.

2.7. Responsibility of the Individual. The contractor shall ensure that each employees are responsible for Government property as follows: "An employee has a duty to protect and conserve Government property and shall not use such property, or allow its use, for other than authorized purposes." Additional responsibilities include the following:

2.7.1. Reporting any missing or un-tagged (meeting the criteria for control) equipment, transfer, location change, or user change of equipment to the property custodian immediately.

2.7.2. Notifying the property custodian, supervisor, and the Center security officer immediately if theft of Government property is suspected.

2.7.3. Ensuring that equipment is used only in pursuit of approved NASA programs and projects.

2.7.4. Notifying the property custodian of equipment not actively being used for determination of proper disposition.

2.7.5. Ensuring that equipment is returned through the property custodian when no longer needed. Under no circumstances will an employee throw away Government equipment.

2.7.6. Assigned users retain all responsibilities including notifying property custodians of all activity associated with the user's assigned equipment.

2.8. The contractor must ensure that all on-site contractor employees notify the contracting officer, property custodian, and SEMO upon termination of employment.

#### Chapter 4.

4.2.11. The user will assist the custodian in completing NF 1618 and sign in the designated block.

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

(b)(1) The official accountable recordkeeping, 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 monthly basis, to the SEMO and any other authorized representatives of the Contracting 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 sub-contractor use require advance approval of the Contracting Officer and notification of the SEMO. The Contractor shall assume accountability and financial reporting responsibility for such property. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation.
- (2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) 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.

(End of clause)

**G.7 (NFS 1852.245-73) FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (OCT 2003)**

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

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

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: NASA Johnson Space Center  
2101 NASA Parkway  
Houston, TX 77058, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

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

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

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

(End of clause)

**G.8 (NFS 1852.245-77) LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (JUL 1997) DEVIATION (AUG 2007)**

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services checked below, to the extent they are available, in the performance of this contract within the physical borders of the installation. Such borders may include buildings and space owned

or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

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

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

(1) Equipment to be made available is ODIN seats in building 9, 16, 32 and 32A. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

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

X (c) Supplies from stores stock.

X (d) Publications and blank forms stocked by the installation.

X (e) Safety and fire protection for Contractor personnel and facilities.

X (f) Installation service facilities: Building 16 – Trick Lab

X (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

X (h) Cafeteria privileges for Contractor employees during normal operating hours.

X (i) Building maintenance for facilities occupied by Contractor personnel.

X (j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

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

(End of clause)

**G.9 (JSC 52.204-91) SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/REPRESENTATIVES OF FOREIGN CONTRACTORS (JAN 2006)**

(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 [JSC or White Sands Test Facility (WSTF)] at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided. Contractors should be aware that approval for access to the site and issuance of a badge may take much longer than three weeks and sufficient lead time must be allowed to accommodate the approval process.

(b) All visit/badge requests for persons described in (a) above must be entered in the NASA Foreign National Management System (NFMMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a JSC or WSTF badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractors 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 NFMMS. 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 the 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 the 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.10 (JSC 52.242-92) IDENTIFICATION OF EMPLOYEES (OCT 2006)**

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

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

(End of clause)

[END OF SECTION]

*SECTION H - SPECIAL CONTRACT REQUIREMENTS*

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	TITLE	DATE
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None included by reference.

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

CLAUSE NUMBER	TITLE	DATE
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**1852.208-81** RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)

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

**1852.225-70** EXPORT LICENSES (FEB 2000) ALTERNATE 1 (FEB 2000)

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at National Aeronautics and Space Administration - Lyndon B. Johnson Space Center, where the foreign person will have access to export-controlled technical data or software.

H.2 (JSC 52.209-90) REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS) (SEP 1988)

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the contractor's proposal dated October 24, 2007, by reference, with the same force and effect as if it were given in full text.

(End of clause)

### H.3 TASK ORDERING PROCEDURE

- (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 10 days calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request. The contractor shall use the fully burdened rates in Section B to develop proposed cost.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
- (1) Date of the order.
  - (2) Contract number and order number.
  - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
  - (4) Performance standards, and where appropriate, quality assurance standards.
  - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
  - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
  - (7) Delivery/performance schedule including start and end dates.

- (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

#### H.4 (NFS 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.

bf

(End of clause)

#### H.5 POTENTIAL CONFLICT OF INTEREST

- a. The Contractor may be required to perform tasks, which will affect the quantum or nature of work to be performed by the Contractor under other

Government contracts. In order to eliminate or adequately mitigate any conflict of interest which may arise, the prime contractor agrees that it will: (a) provide the Contracting Officer immediate notice in any case where the Contractor learns that it or its subcontractors will be developing requirements for the products or services which Contractor may provide under another contract; (b) within 7 calendar days after providing such notice to the Government, submit to the Contracting Officer for approval a proposed plan of action for eliminating or adequately mitigating the conflict identified (and subsequently submit any modifications to such plan as may be requested by the Contracting Officer); and (c) implement the plan of action as approved by the Contracting Officer. The Contractor shall not undertake the performance of work for which notice has been given until the prime Contractor's plan has been approved, unless the Contracting Officer authorized the prime Contractor to proceed with the work pending approval. Where the term "Contractor" is used in this clause, it shall be deemed to mean the prime contractor, and any subcontractor, except in the instance where the term "prime contractor" is specifically used.

- b. Notwithstanding any other provision of this clause, if the Contractor develops complete specifications or statements of work under this contract for nondevelopmental items, and such specifications or statements of work are incorporated into a subsequent NASA solicitation, the Contractor shall be ineligible to furnish the items described in such solicitation. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the prime Contractor (or determined by the Contracting Officer in the event the parties are unable to agree), sufficient to avoid unfair competitive advantage or potential bias. The Contractor shall not be eligible in any case to compete for the initial contract, including any options, for nondevelopmental items for which Contractor has prepared complete specifications or statements of work. NASA shall not unilaterally require the prime Contractor to prepare such specifications or statements of work under this contract.
- c. In addition to any data which the Contractor may be given or have access to that is marked and subject to subparagraph (d) (2) of the FAR 52.227-14, "Rights in Data - General" clause of this contract, it is also anticipated that in the performance of this contract, the Contractor may generate, have access to, or be provided for review for the performance of the contract tasks, data which is intended to be used, or may reasonably be expected to be used, in a future NASA procurement. Such data may include, by way of illustration but not limitation, statement of requirements, draft statements of work, draft specifications or data relating to engineering models. The Contractor agrees that it will not use, copy or disclose such data, or any other data of the same general kind, except to the extent necessary to perform the work under this contract, and will not make any

other use or disclosure of such data without specific written permission of the Contracting Officer.

- d. 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 other companies.
- e. The Contractor agrees to include the substantive provisions of this clause in any subcontracts, appropriately modified to reflect a prime-subcontract relationship.

(End of clause)

**H.6 SMALL BUSINESS SUBCONTRACTING GOALS**

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, 23%, includes the following goals expressed as a percent of total contract value including fee.

Small Disadvantaged Business Concerns	5	percent
Woman Owned Small Business Concerns	2.5	percent
HUBZone Small Business Concerns	2	percent
Veteran Owned Small Business Concern	2	percent
Service Disabled, Veteran Owned Small Business Concern	2	percent
HBCU's (includes other minority institutions)	1	percent

(End of clause)

**H.7 (NFS 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.8 (1852.242-72) OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)**  
 (ALT I) (SEP 1989) / (ALT II) (OCT 2000)

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

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

Thanksgiving Day  
Independence Day  
Christmas Day

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

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

(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)

[END OF SECTION]

## PART II - CONTRACT CLAUSES

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### SECTION I - CONTRACT CLAUSES

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#### I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

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

CLAUSE NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	(JUL 2004)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(SEP 2005)
52.204-2	SECURITY REQUIREMENTS	(AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
52.204-7	CENTRAL CONTRACTOR REGISTRATION	(JUL 2006)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	(NOV 2006)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(SEP 2006)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	(OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	(OCT 1997)

- 52.215-15** PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
- 52.215-18** REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
- 52.215-21** REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997)

**52.216-7** ALLOWABLE COST AND PAYMENT (DEC 2002)

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

**52.216-8** FIXED FEE (MAR 1997)

**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 May 1, 2008 to April 30, 2013.

**52.217-8** OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the 5-year period of performance.

**52.219-4** NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

[ ] Offeror elects to waive the evaluation preference.

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

**52.219-9** SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006) - ALTERNATE II (OCT 2001)

**52.219-16** LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

**52.219-23** NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (SEP 2005)

(b) Evaluation adjustment.

(1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the 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.

- 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING (OCT 1999)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-3 CONVICT LABOR (JUN 2003)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (MAR 2007)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (JUL 2005)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (APR 2006)
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION ALTERNATE I (AUG 2003)
- 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)

- 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- 52.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997)
- 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)
- 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)
- 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)
- 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- 52.232-17 INTEREST (JUN 1996)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT(OCT 2003) ALT I (FEB 2002)
- 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: designated office) by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s)

- 52.233-1 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-2 CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)
- 52.244-2 SUBCONTRACTS (AUG 1998)

(c) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: TBD

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which

were evaluated during negotiations: TBD

- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
- 52.245-1 GOVERNMENT PROPERTY (JUN 2007)
- 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)
- 52.247-63 PREFERENCE FOR U.S. FLAG CARRIERS (JUN 2003)
- 52.247-64 PREFERENCE FOR PRIVATELY-OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)
- 52.248-1 VALUE ENGINEERING (FEB 2000)
- 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

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

CLAUSE NUMBER	TITLE	DATE
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- |             |   |            |
|-------------|---|------------|
| 1852.219-74 | USE OF RURAL AREA SMALL BUSINESSES      | (SEP 1990) |
| 1852.219-75 | SMALL BUSINESS SUBCONTRACTING REPORTING | (MAY 1999) |
| 1852.219-76 | NASA 8 PERCENT GOAL                     | (JUL 1997) |
| 1852.223-74 | DRUG- AND ALCOHOL-FREE WORKFORCE        | (MAR 1996) |
| 1852.227-14 | RIGHTS IN DATA-GENERAL                  | (OCT 1995) |
| 1852.237-70 | EMERGENCY EVACUATION PROCEDURES         | (DEC 1988) |

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

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

(End of clause)

### I.3 (FAR 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 (FAR 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.bj.nasa.gov/office/purchasing/resources/nfs/>

(End of clause)

## I.5 (FAR 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 \$25,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of \$20,000,000;
- (2) Any order for a combination of items in excess of \$20,000,000; or
- (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is

not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

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

(End of clause)

**1.6 (FAR 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 after 12 months past the period of performance.

(End of clause)

**1.7 (FAR 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.

*This Statement is for Information Only:*

*It is not a Wage Determination*

**Employee Class      Monetary Wage - Fringe Benefits**

Reference: Attachment J.7 page J.7-4

(End of clause)

**I.8 (FAR 52.227-14) RIGHTS IN DATA - GENERAL (JUN 1987)**

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

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

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

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

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

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

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of

paragraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

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

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

(b) Allocation of rights.

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

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause.

(c) Copyright—

(1) *Data first produced in the performance of this contract.* Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia

proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

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

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

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except

(1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

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

(e) Unauthorized marking of data.

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

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

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

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

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

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

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

(f) Omitted or incorrect markings.

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

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the use of the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

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

(2) [Reserved]

(3) [Reserved]

(h) *Subcontracting*. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations

to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

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

(End of clause)

**1.9 (NFS 1852.204-76) SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NOV 2004)**

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a NASA network or operated by the Contractor for NASA, regardless of location.

This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to NASA's

sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management,

operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include:

- (1) Computer control of spacecraft, satellites, or aircraft or their payloads;
- (2) Acquisition, transmission or analysis of data owned by NASA with significant replacement cost should the contractor's copy be corrupted; and
- (3) Access to NASA networks or computers at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Government Information Security Reform Act of 2000. The plan shall meet IT security requirements in accordance with Federal and NASA policies and procedures that include, but are not limited to:

(1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;

(2) NASA Procedures and Guidelines (NPR) 2810.1, Security of Information Technology; and

(3) Chapter 3 of NPR 1620.1, NASA Security Procedures and Guidelines.

(c) Within 30 days after contract award, the contractor shall submit for NASA approval an IT Security Plan. This plan must be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(d)(1) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810.1, Section 4.5; NPR 1620.1, Chapter 3; and paragraph (d)(2) of this clause. Those Contractor personnel with non-privileged access do not require personnel screening. NASA shall provide screening using standard personnel screening National Agency Check (NAC) forms listed in paragraph (d)(3) of this clause, unless contractor screening in accordance with paragraph (d)(4) is approved. 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 the government, interim access may be granted pending completion of the NAC.

(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" data 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 data 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 follows:

(i) IT-1: Fingerprint Card (FC) 258 and Standard Form (SF) 85P, Questionnaire for Public Trust Positions;

(ii) IT-2: FC 258 and SF 85, Questionnaire for Non-Sensitive Positions; and

(iii) IT-3: NASA Form 531, Name Check, and FC 258.

(4) The Contracting Officer may allow the Contractor to conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures. As used here, equivalent includes a check for criminal history, as would be conducted by NASA, and completion of a questionnaire covering the same information as would be required by NASA.

(5) Screening of contractor personnel may be waived by the Contracting Officer for those individuals who have proof of -- (i) Current or recent national security clearances (within last three years); (ii) Screening conducted by NASA within last three years; or (iii) Screening conducted by the Contractor, within last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer under paragraph (d)(4) of this clause.

(e) 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 2810.1, Section 4.3 requirements. The contractor may use web-based training available from NASA to meet this requirement.

(f) The Contractor shall afford NASA, including the 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 a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime.

(g) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of clause)

**1.10 (NFS 1852.215-84) OMBUDSMAN (OCT 2003) (ALTERNATE I) (JUN 2000)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman,

Lucy V. Kranz, Associate Director (Management)  
2101 NASA Parkway  
Houston, TX 77058  
Phone: 281-244-7683  
FAX: 281-483-2200  
E-mail: [lucy.v.kranz@nasa.gov](mailto: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](mailto: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)

**1.11 (NFS 1852.237-72) ACCESS TO SENSITIVE INFORMATION (JUNE 2005)**

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### I.12 (NFS 1852.237-73) RELEASE OF SENSITIVE INFORMATION (JUNE 2005)

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

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and

functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

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

Mark the title page with the following legend:

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

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

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

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

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

- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

- (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
  - (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
  - (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
  - (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
  - (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.
- (f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- (g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

[END OF SECTION]

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

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*SECTION J - LIST OF ATTACHMENTS*

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- J.1 DATA REQUIREMENTS LIST (DRL) AND DATA REQUIREMENTS DESCRIPTION (DRD)
- J.2 IT SECURITY PLAN
- J.3 SAFETY AND HEALTH PLAN
- J.4 PERSONAL IDENTITY VERIFICATION (PIV) CARD ISSUANCE PROCEDURES
- J.5 TASK ORDER PLACEMENT
- J.6 SMALL BUSINESS SUBCONTRACTING PLAN/SDB TARGET APPROACH
- J.7 WAGE DETERMINATION
- J.8 ACRONYM LIST
- J.9 MANAGEMENT PLAN
- J.10 PHASE-IN PLAN

J.1 DATA REQUIREMENTS LIST (DRL) AND DATA REQUIREMENTS  
DESCRIPTION (DRD)

# JSC DATA REQUIREMENTS LIST (DRL)

(See reverse for instructions)  
Based on JSC-STD-123

a. Title of Contract, Project, SOW, etc Automation, Robotics & Simulation Division (AR&SD) Simulation & Software Technology			b. Contract/RFP No. NNJ08HA01C		c. DRL Date/Mod Date 2/27/2008	
1. Line item no. 1	2. DRD Title Contract 533 Financial Reporting	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency MO	5. As-of-date Feb 2007	6. 1 <sup>st</sup> subm. date	7. Copies a. Type b. Print 5
8. Distribution ( <i>Continue on a blank sheet if needed</i> ) ER / Contracting Officer's Technical Representative (2 copies) BH2 / Contract Specialist (1 copy) LF6 / Cost Accounting (1 copy) LE / Budget Analyst (1 copy)			9. Remarks The cost report is due by the 10 <sup>th</sup> working day following the close of the contractor's monthly accounting period.			
1. Line item no. 2	2. DRD Title Quarterly Progress Reports	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 QU	5. As-of-date Feb 2007	6. 1 <sup>st</sup> subm. date	7. Copies a. Type b. Print 3
8. Distribution ( <i>Continue on a blank sheet if needed</i> ) ER / Contracting Officer's Technical Representative (2 copies) BH2 / Contract Specialist (1 copy)			9. Remarks The quarterly progress report is due by the 10th working day following the close of the contractor's quarterly accounting period.			
1. Line item no. 3	2. DRD Title Safety & Health Program Self Evaluation	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AR	5. As-of-date Oct 2003	6. 1 <sup>st</sup> subm. date w/ proposal	7. Copies a. Type b. Print 7
8. Distribution ( <i>Continue on a blank sheet if needed</i> ) NS / Safety and Test Operations Division (2 copies) SD26 / Occupational Health Officer (1 copy) JA131 / Environmental Services (1 copy) - BH2 / Contract Specialist (1 copy) ER / Contracting Officer's Technical Representative (2 copies)			9. Remarks The report is due on September 30 <sup>th</sup> of each year			
1. Line item no. 4	2. DRD Title Monthly Safety & Health Metrics	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AR	5. As-of-date Oct 2003	6. 1 <sup>st</sup> subm. date	7. Copies a. Type b. Print 7
8. Distribution ( <i>Continue on a blank sheet if needed</i> ) NS / Safety and Test Operations Division (2 copies) SD26 / Occupational Health Officer (1 copy) JA131 / Environmental Services (1 copy) - BH2 / Contract Specialist (1 copy) ER / Contracting Officer's Technical Representative (2 copies)			9. Remarks This report is due monthly by the 10 <sup>th</sup> of the month, following the month being reported.			

# JSC DATA REQUIREMENTS LIST (DRL)

(See reverse for instructions)  
Based on JSC-STD-123

a. Title of Contract, Project, SOW, etc Automation, Robotics & Simulation Division (AR&SD) Simulation & Software Technology			b. Contract/RFP No.  NNJ08HA01C		c. DRL Date/Mod Date  02/27/2008		
1. Line item no. 5	2. DRD Title Lessons Learned Program Plan & Lessons Learned	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AR	5. As-of-date Aug 2005	6. 1 <sup>st</sup> subm. date	7. Copies a. Type b. Other 7	
8. Distribution ( <i>Continue on a blank sheet if needed</i> ) NS - Safety and Test Operations Division (2 copies) SD26 - Occupational Health Officer (1 copy) JA131 - Environmental Services (1 copy) ER - Contracting Officer's Technical Representative (2 copies) BH2 - Contract Specialist (1 copy)			9. Remarks Data entry to the JSC LLDB or NASA LLIS within 30 days of a triggering event: within 30 days of a program milestone, mishap investigation, or hazard or other engineering analysis / evaluation is completed; or 30 days prior to end of contract evaluation period or 45 days prior to end of contract, whichever is applicable.				
1. Line item no. 6	2. DRD Title Safety and Health 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 RT	5. As-of-date Sept 2007a	6. 1 <sup>st</sup> subm. date	7. Copies a. Type b. Print 7	
8. Distribution ( <i>Continue on a blank sheet if needed</i> ) - BH2 Contracting Officer (1 copy, 1 electronic copy) - NS/Safety and Test Operations Division (2 copies, 1 electronic copy) - SD26 JSC Occupational Health Officer (1 copy) - -JA Safety Manager (1 hard copy, 1 electronic copy) - JA131/JSC Environmental Services Office (1 copy) JSC Emergency Preparedness Office (1 copy)			9. Remarks Initial submission with Proposal				
1. Line item no. 7	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 RT	5. As-of-date Feb 2007	6. 1 <sup>st</sup> subm. date w/Proposal	7. Copies a. Type b. Other	
8. Distribution ( <i>Continue on a blank sheet if needed</i> ) The following Distribution List becomes effective after contract start: BH2 Contracting Officer (1 copy) ER COTR (1 copy) ER Branch Chief (1 copy) LI Institutional Resources Management Representative (1 copy)			9. Remarks Initial submission with Proposal  Copies: Electronic file (.doc or .pdf)				
1. Line item no. 8	2. DRD Title Contract Phase-In 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 RT	5. As-of-date Feb 2007	6. 1 <sup>st</sup> subm. date w/ Proposal	7. Copies a. Type b. Other	
8. Distribution ( <i>Continue on a blank sheet if needed</i> ) The following Distribution List becomes effective after contract start: BH2 Contracting Officer (1 copy) ER COTR (1 copy) ER Branch Chief (1 copy)			9. Remarks Initial submission with Proposal				

# JSC DATA REQUIREMENTS LIST (DRL)

(See reverse for instructions)  
Based on JSC-STD-123

a. Title of Contract, Project, SOW, etc. Automation, Robotics & Simulation Division (AR&SD) Simulation & Software Technology			b. Contract/RFP No. NNJ08HA01C		c. DRL Date/Mod Date 02/27/2008	
1. Line item no. 9	2. DRD Title Wage/Salary and Fringe Benefit Data	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 (Remarks)	5. As-of-date Feb 2007	6. 1 <sup>st</sup> subm. date (Remarks)	7. Copies a. Type b. Print
8. Distribution ( <i>Continue on a blank sheet if needed</i> ) BH2 Contracting Officer BA2 Contract Labor Relations Officer			9. Remarks Submit annually, 90 days prior to the anniversary date of the contract. Changes shall be incorporated as required by change page or complete reissue.			
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 <sup>st</sup> subm. date	7. Copies a. Type b.
8. Distribution ( <i>Continue on a blank sheet if needed</i> )			9. Remarks			
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 <sup>st</sup> subm. date	7. Copies a. Type b.
8. Distribution ( <i>Continue on a blank sheet if needed</i> )			9. Remarks			
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 <sup>st</sup> subm. date	7. Copies a. Type b.
8. Distribution ( <i>Continue on a blank sheet if needed</i> )			9. Remarks			

## Short Form Instructions for Completing JSC Form 2323 & 2323A

For more detailed instruction, see JSC-STD-123.

### DRL IDENTIFICATION

- a. Title - Enter nomenclature descriptive of activity to which the DRL pertains, such as project, contract, statement of work, or request for proposal.
- b. Contract/RFP Number - Enter contract number or RFP number, if applicable.
- c. Date - Enter DRL preparation date as follows: Month-Day-Year. Subsequent modification dates may also be entered in this block.

### LINE ITEM IDENTIFICATION

1. Line Item No. - Number line items sequentially, 1 through 999. Items 1, 2, 3, 4 are preprinted on JSC Form 2323. JSC Form 2323A is numbered 5 and following.
2. DRD Title - Enter DRD title from block 1 of JSC Form 2341.
3. Data Type - Check the appropriate data type. Additional detail needed to clarify types or define subtypes may be added in block 9, REMARKS.
  - (1) Written Approval - Data requiring written approval by the NASA OPR before implementation into procurement or development program.
  - (2) Mandatory Submittal - Data submitted to NASA for coordination, information, review, and/or management control.
  - (3) Submittal upon Request - Data prepared and retained by respondent to be made available to requiring organization upon request.
4. Frequency - Enter frequency of submittal code as follows:

<u>Code Description</u>		<u>Code Description</u>		<u>Code Description</u>	
AD	As Directed	DA	Daily	RD	As Released
AN	Annually	DD	Deferred Delivery	RT	One Time and Revisions
AR	As Required	MO	Monthly	SA	SemiAnnually
BE	Biennially (Every other yr.)	OT	One Time	TY	Three Per Year
BM	Bimonthly (Every other mo.)	PV	Per Vehicle	UR	Upon Request
BW	Biweekly (Every other week)	QU	Quarterly	WK	Weekly

5. As-Of Date - If reports are of a recurring nature, give as-of date (cutoff date and due date: e.g., 15/1 indicated input cutoff date of 15th and due date of 1st). Amplify in Remarks, Item 9, if necessary.
6. First Submittal - Enter Month/Day/Year of initial submittal. If calendar date is not scheduled, enter number of days preceding or following event to which data requirement is related (e.g., 90 days prior to launch). Amplify in Remarks, Item 9, if necessary.
7. Copies - Complete 7a and 7b as specified below.
  - a. Type - Enter code as follows:

<u>Code</u>	<u>Definition</u>	<u>Code</u>	<u>Definition</u>
PRINT	Printed Copies	MICRO	Microfilm Aperture Cards
REPRO	Reproducible Copy	OTHER	Explain Remarks, Item 9

- b. Number - Enter number of copies required opposite each type of copy furnished.
8. **DISTRIBUTION** - List current codes or addresses and names of organizations which are to receive copies of documents generated under the DRD. If more than one copy is required, so indicate in parenthesis by recipient's name. Continue on a blank sheet if necessary.
9. **REMARKS** - Enter in this space.
  - a. Reference to specific work statement paragraph as applicable to explain relationship of data to task.
  - b. Additional submittal information, if necessary.
  - c. Comments which explain an entry made in any block of the DRL.
  - d. OPR for a specific DRD, if different from contract COTR.

SECTION J LIST OF ATTACHMENTS

**ATTACHMENT J.1.1 CONTRACT 533 FINANCIAL REPORTING**

**JSC DATA REQUIREMENTS DESCRIPTION (DRD)**  
(Based on JSC-STD-123 )

**Reviewed By:**

Original in File

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Chief, Cost Accounting, Reports, and Property Branch Date  
Financial Management Division

**Concurred By:**

Original in File

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Chief Financial Officer Date

1. DRD Title	2. Date of current version	3. DRL Line Item No.	RFP/Contract No.
<b>Contract 533 Financial Reporting</b>	FEB 2007	1	NNJ07136789R/ NNJ08HA01C
4. Use (Define need for, intended use of, and/or anticipated results of data)			5. Category (Check one)
Report monthly financial status of contract activity via electronic and hard copy.			<input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
6. References (Optional)		7. Interrelationships (e.g., with other DRDs)	
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:

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

separately identified on NF533 reports. The prime contractor shall include in the total cost of each subdivision of work the accrued cost (including fee, if any) of related subcontractor effort. Subcontractors should, therefore, be required to report cost to the prime contractor, using the accrual method of accounting. If the G&A and fee reported by a subcontractor are at the total subcontractor level, these costs must be allocated to specific subdivisions of work. Data submitted by the subcontractor should be structured similar to the prime contractor's NF533 to enable the prime contractor to properly report to NASA. For Firm Fixed Price subcontracts with a contract value greater than \$500,000, the prime contractor is required to document the methodology used to generate the sub-contractor costs reported and provide this information to the Contracting Officer and Center Deputy Chief Financial Officer (Finance).

*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>
<i>NF533M</i>	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 proceeding 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 an example of the 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)
BH2 / Robert Kolb	Contracting Officer (1 hardcopy)
LE/ Joshua Turman	Budget/Program Analyst (1 hardcopy)
ER / Julie Kliasing	Technical (1 hardcopy)
BH2 / Adrian D. Clayton	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 Charter 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

Example File Format

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	Format
<b>HEADER:</b>									
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 HR/WYE (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 Incurred Month (7a)	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	Format
	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
<b>CCR DETAIL LINE ITEMS:</b>									
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)
	Balance of Contract for the remaining estimate to complete (8c) (CR 8197)				BALANCE_CONTRACT	125	137	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
	Contractor Estimate for the total estimate to complete entire scope of contract (9a) (CR S197)				CONTRACTOR_ESTIMATE	138	150	13	CURRENCY (2)
	Contract Value based upon Contract Modifications (CR S197)				CONTRACT_VALUE	151	163	13	CURRENCY (2)
	Unfilled Orders Outstanding at end of reporting period (CR S197)				UNFILLED_ORDERS	164	176	13	CURRENCY (2)
	Used by SAP to determine Reporting Category Level (1.1.2.2.1) (CR S197)				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 S197)				REPORTING_CAT_INDICATOR	207	207	1	CHAR

Example File Format

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)

Example File Format

**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
<b>TRAILER:</b>									
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

SECTION J LIST OF ATTACHMENTS

**JSC DATA REQUIREMENTS DESCRIPTION (DRD)**  
(Based on JSC STD-123)

1. DRD Title Quarterly Progress Reports	2. Current Version Date FEB 2007	3. DRL Line 2	RFP/Contract No. (Procurement completes) NNJ08HA01C
4. Use (Define need for, intended use of, and/or anticipated results of data) To provide documentation of progress and status for tasks and activities for the specified monthly period.			
5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA			
6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional)		
8. Preparation Information (Include complete instructions for document preparation)			

The report should provide a general technical overview of accomplishments and status, for each project, task or activity at a granularity which provides each NASA project manager, using resources on this contract, a technical synopsis of the contractor's contribution and technical understanding in each domain of activity.

The report should flag any issues or concerns in meeting technical, schedule, and/or cost issues on each task, as well as goals or plans for the following quarter's activities. The report should also include a Safety & Health status for the quarter including incidents, close calls, and time away from work.

**JSC DATA REQUIREMENTS DESCRIPTION (DRD)**

(Based on JSC STD-123)

1. DRD Title Safety and Health Program Self Evaluation	2. Current Version Date 10/03 (replaces 04/03 version)	3. DRL Line 3	RFP/Contract No. (Procurement completes) NNJ08HA01C
4. USE (Define need for, intended use of, and/or anticipated results of data) Self evaluation of Contractor's safety and health program performance.			
5. DRD Category: (check one) <input type="checkbox"/> Technical <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> SR&QA			
6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional) DRD 06 Safety and Health Plan.		
8. Preparation Information (Include complete instructions for document preparation)			

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

2. Information required:

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

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

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

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

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

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

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

4. Report due September 30<sup>th</sup> of each year.

**JSC DATA REQUIREMENTS DESCRIPTION (DRD)**  
(Based on JSC STD-123)

1. DRD Title	2. Current Version Date	3. DRL Line	RFP/Contract No. (Procurement completes)
Monthly Safety and Health Metrics	10/03 (replaces 08/03 version)	4	NNJ08HA01C

4. Use (Define need for, intended use of, and/or anticipated results of data)

Establishes selected Safety and Health Program metrics

\*\*\*The Office of Primary Responsibility for this DRD is the JSC Safety, Reliability, and Quality Assurance Office

5. DRD Category: (check one)     Technical     Administrative     SR&QA

6. References (Optional) JPG 1700.1 JSC Safety and Health handbook	7. Interrelationships (e.g., with other DRDs) (Optional) DRD 06 SAFETY AND HEALTH PLAN
---	---

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

Frequency of submission. Monthly by 10<sup>th</sup> of month following month being reported.

Distribution.

NS / Safety and Test Operations Division (2 copies)

SD26 / Occupational Health Officer (1 copy)

JA131 / Environmental Services (1 copy)

ER / Contracting Officer's Technical Representative (COTR) (2 copy)

BH2 / Contract Specialist (1 copy)

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

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

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

Content.

I. Management Commitment and Employee Involvement.

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

Include electronic copies of minutes or representative information

# General Support System (GSS) System Security Plan (SSP)

## L-3 Houston Office

1002 Gemini, Suite 200  
Houston, Texas 77058

Issue Date: April 28, 2008

Effective Date: April 28, 2008

Rev 1  
Version 1

**Sensitive But Unclassified**



*National Aeronautics and  
Space Administration*

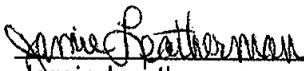
*Lyndon B. Johnson Space Center  
Houston, Texas*

This document contains sensitive information and shall be handled in a way that precludes its disclosure to the general public and limits its circulation. NASA entities must attach the NASA Form 1686, Sensitive But Unclassified form to the cover of this document.

**L-3 Houston Office**  
**General Support System (GSS)**  
**SYSTEM SECURITY PLAN**

NASA Lyndon B. Johnson Space Center

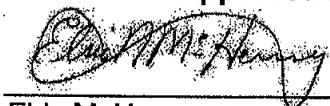
**Prepared by:**

  
\_\_\_\_\_  
Jamie Leatherman Date  
Configuration Analyst  
L-3, Enterprise IT Solutions

**Reviewed by:**

  
\_\_\_\_\_  
Robert Zehentner Date  
Senior Program Manager  
L-3, Enterprise IT Solutions

**Approved by:**

  
\_\_\_\_\_  
Eric McHenry Date  
Site Manager  
L-3, Enterprise IT Solutions

**National Aeronautics and Space Administration**  
**Lyndon B. Johnson Space Center**  
**Houston, Texas**

## Document Revision Log

Revision Letter	Change Date	Originator/Phone	Description
	4/28/2008	Jamie Leatherman	Initial Release

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## Executive Summary

**Date:** April 28, 2008

**System Name/Title:** L-3 Houston Office

**Responsible NASA Organization:** NASA Lyndon B. Johnson Space Flight Center

**System Owner:** Eric McHenry/Site Manager

**System Security Contact:** Samuel Adams /IT Site Manager

**System Boundaries (Single System or Multiple Systems):** Single System

**System Life Cycle Phase Status:** Operational Phase

**System Type (MA or GSS):** General Support System

**Mission Essential System:** No      **System Categorization:** Moderate Risk Category  
(per NIST SP 800-60)

**Authorized to Process:** Authorization to Process signed by L-3 Site Manager.

### Summary of Security Plan Findings:

L-3 communications (L-3) performed an exhaustive rewrite, based on the new NASA requirements, of the previous IT Security Plan. Because of the extensive changes, we have created a new baseline of the Plan, which is this document.

During the development of the Plan, we performed an extensive analysis of our policies and procedures. We verified that most of our original procedures are still valid, but that there are a few actions that need to be performed and a few additional procedures need to be developed. Our outstanding actions and milestones will be identified in Appendix C of this document.

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Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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NNJ08HA01C

SECTION J

SECTION J LIST OF ATTACHMENTS

**ATTACHMENT J-4 PIV CARD ISSUANCE PROCEDURES**

SECTION J LIST OF ATTACHMENTS

ATTACHMENT J-4 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.

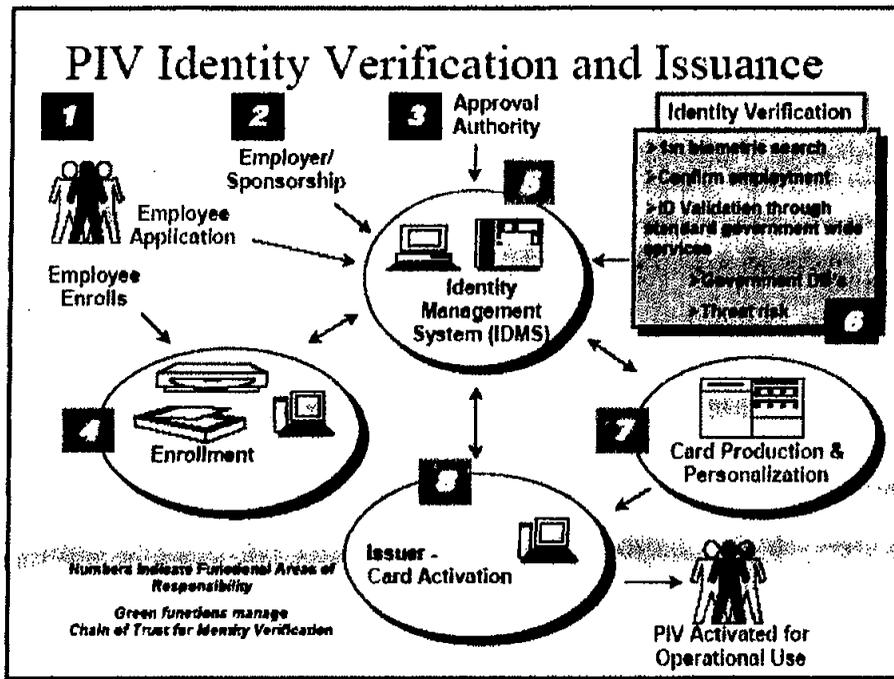


Figure A-1, FIPS 201, Appendix A

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 Federal<sup>1</sup> or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

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

### **Step 3:**

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

### **Step 4**

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will ensure that a check has been performed

---

<sup>1</sup> 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

with the 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.

**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.

Upon return of the completed NAC, the process will continue from Step 5.

SECTION J LIST OF ATTACHMENTS

**ATTACHMENT J-5 TASK ORDER PLACEMENT**

\*\*This attachment will be updated upon each Task Order and/or Task Order revision issued.

**SECTION J LIST OF ATTACHMENTS**

**ATTACHMENT J-5 TASK ORDER PLACEMENT**

EXAMPLE:

<b>CONTRACT NUMBER: NNJ08HA01C</b>		<b>TBD: Contractor</b>			
			<b>COST</b>	<b>FEE</b>	<b>TOTAL</b>
<b>CONTRACT VALUE:</b>		Task Order 1			
NTE:	\$49,000,000.00				
Fee: TBD					

**ATTACHMENT J-7 WAGE DETERMINATION**

Standard Form 98E  
Notice of Intention to Make a Service Contract and Response to Notice

Standard Form 98A  
Notice of Intention to Make a Service Contract to Notice (Attachment A)

Department of Labor Wage Determination



**communications**

STRATIS Division  
11955 Freedom Drive, Suite 12000  
Reston, VA 20190  
Tel: (703) 434-4000 Fax: (703) 434-4460  
[www.L-3com.com](http://www.L-3com.com)

March 10, 2010

NASA Lyndon B. Johnson Space Center  
Attn: Adrian Clayton/Robert Kolb  
2101 NASA Parkway  
Houston, TX 77058

Subject: Contract No. NNJ08HA01C, Automation, Robotics and Simulation Division  
Simulation and Software Technology (AR&SD SST) – Wage/Salary Data

Dear Mr. Clayton,

In accordance with our contract referenced above, one of the Data Requirements deliverables includes Wage/Salary and Fringe Benefit Data to be submitted on an annual basis. I believe this information is required to determine compliance with the Service Contract Act. All of our L-3 STRATIS employees supporting this contract are "exempt" employees. We currently have no employees that are covered by the SCA. As such, I request that this deliverable be waived or removed. Please contact Carolyn King at [Carolyn.King@l-3com.com](mailto:Carolyn.King@l-3com.com) or 703-434-4398 if you have any questions or require any additional information.

Thank You,

A handwritten signature in cursive script that reads "Pamela M. Khan".

Pamela M. Khan  
Associate Contracts Administrator  
STRATIS, a division of L-3 Services Inc.

<p><b>STANDARD FORM 98</b> January 1996</p> <p><b>U.S. DEPARTMENT OF LABOR</b></p> <p>EMPLOYMENT STANDARDS ADMINISTRATION</p> <p style="text-align: center;"><b>NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE</b></p> <p style="text-align: center;"><i>(See Instructions on Reverse)</i></p>	<p>1. NOTICE NO.</p> <p style="text-align: center;">NASA</p> <p style="text-align: center;">52301</p>																		
<p><b>MAIL TO:</b></p> <p><b>Administrator</b></p> <p>Wage and Hour Division</p> <p><i>U.S. Department of Labor</i></p> <p>Washington, DC 20210</p>	<p>2. Estimated solicitation date <i>(use numerals)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Month</td> <td style="width: 33%;">Day</td> <td style="width: 33%;">Year</td> </tr> <tr> <td style="text-align: center;">05</td> <td style="text-align: center;">09</td> <td style="text-align: center;">07</td> </tr> </table> <p>3. Estimated date bids or proposals to be opened or negotiations begun <i>(use numerals)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Month</td> <td style="width: 33%;">Day</td> <td style="width: 33%;">Year</td> </tr> <tr> <td style="text-align: center;">08</td> <td style="text-align: center;">23</td> <td style="text-align: center;">07</td> </tr> </table> <p>4. Date contract performance to begin <i>(use numerals)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Month</td> <td style="width: 33%;">Day</td> <td style="width: 33%;">Year</td> </tr> <tr> <td style="text-align: center;">03</td> <td style="text-align: center;">28</td> <td style="text-align: center;">08</td> </tr> </table>	Month	Day	Year	05	09	07	Month	Day	Year	08	23	07	Month	Day	Year	03	28	08
Month	Day	Year																	
05	09	07																	
Month	Day	Year																	
08	23	07																	
Month	Day	Year																	
03	28	08																	
<p>5. PLACE(S) OF PERFORMANCE</p> <p><i>Harris County, TX</i></p>	<p>6. SERVICES TO BE PERFORMED <i>(describe)</i></p> <p>II: Automation, Robotics &amp; Simulation Division, Simulation &amp; Software Technology Contract Period: 03/28/08 to 03/27/09</p>																		
<p>7. INFORMATION ABOUT PERFORMANCE</p> <p>A. <input checked="" type="checkbox"/> Services now performed by a contractor      B. <input type="checkbox"/> Services now performed by Federal employees      C. <input type="checkbox"/> Services not presently being performed</p>																			
<p>8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>a. Name and address of incumbent contractor</p> <p>L3 Communications 1501 Merchants Way Niceville, FL 32578</p> </td> <td style="width: 50%; vertical-align: top;"> <p>b. Number(s) of any wage determination(s) in incumbent's contract</p> </td> </tr> </table>		<p>a. Name and address of incumbent contractor</p> <p>L3 Communications 1501 Merchants Way Niceville, FL 32578</p>	<p>b. Number(s) of any wage determination(s) in incumbent's contract</p>																
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<p>c. Name(s) of union(s) if services are being performed under collective bargaining agreements). <b>Important:</b> Attach copies of current applicable collective bargaining agreements</p> <p>None</p>	<p style="text-align: center;"><b>RESPONSE TO NOTICE</b> <i>(by Department of Labor)</i></p> <p>A. <input checked="" type="checkbox"/> The attached wage determination(s) listed below apply to procurement. WD 2005-2516 Rev. 3</p> <p>B. <input type="checkbox"/> As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.</p>																		
<p>9. OFFICIAL SUBMITTING NOTICE</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">SIGNED:</td> <td style="width: 50%;">DATE:</td> </tr> <tr> <td><i>[Signature]</i></td> <td>04/11/07</td> </tr> <tr> <td>OR PRINT NAME:</td> <td>TELEPHONE NO.:</td> </tr> </table>		SIGNED:	DATE:	<i>[Signature]</i>	04/11/07	OR PRINT NAME:	TELEPHONE NO.:												
SIGNED:	DATE:																		
<i>[Signature]</i>	04/11/07																		
OR PRINT NAME:	TELEPHONE NO.:																		

e R. Pritchard t Labor Relations Officer	281-483-4121
PE 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.	
<p><b>NASA Johnson Space Center</b>  <b>Connie R. Pritchard, Mail Code BA2</b>  <b>2101 NASA Parkway</b>  <b>Houston, TX 77058</b></p>	
98-103	

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)*

COMPUTER-GENERATED 1/96



STANDARD FORM 98a February 1973 U.S. DEPARTMENT OF LABOR Employment Standards Administration	NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE (Attachment A)	11. Notice No.  NASA 52301
12. CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT  Harris County, TX; 2005-2516, Occupations included in "SCA Directory of Occupations"	13. NUMBER OF EMPLOYEES IN EACH CLASS	14. HOURLY WAGE RATE THAT WOULD BE PAID IF FEDERALLY EMPLOYED
Administrative Assistant	1	GS-7 \$19.26

**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  
 Director

Division of  
 Wage Determinations

Wage Determination No.: 2005-2516  
 Revision No.: 3  
 Date of Last Revision: 12/06/2006

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**

**00 - Administrative Support and Clerical Occupations**

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

01300 - Scheduler, Maintenance	15.92
01311 - Secretary I	15.92
01312 - Secretary II	17.73
01313 - Secretary III	20.55
01320 - Service Order Dispatcher	14.63
01410 - Supply Technician	22.76
01420 - Survey Worker	15.53
01531 - Travel Clerk I	12.30
01532 - Travel Clerk II	13.36
01533 - Travel Clerk III	14.18
01611 - Word Processor I	11.45
01612 - Word Processor II	14.09
01613 - Word Processor III	16.27
<b>05000 - Automotive Service Occupations</b>	
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
<b>07000 - Food Preparation and Service Occupations</b>	
07010 - Baker	10.04
07041 - Cook I	9.17
07042 - Cook II	9.89
07070 - Dishwasher	8.11
07130 - Food Service Worker	8.41
07210 - Meat Cutter	12.36
07260 - Waiter/Waitress	7.97
<b>09000 - Furniture Maintenance and Repair Occupations</b>	
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**

1030 - Cleaner, Vehicles	9.12
1060 - Elevator Operator	7.71
11090 - Gardener	13.35
11122 - Housekeeping Aide	7.71
11150 - Janitor	8.17
11210 - Laborer, Grounds Maintenance	10.63
11240 - Maid or Houseman	7.27
11260 - Pruner	8.17
11270 - Tractor Operator	12.47
11330 - Trail Maintenance Worker	10.63
11360 - Window Cleaner	8.92

**12000 - Health Occupations**

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

12317 - Scheduler (Drug and Alcohol Testing)	18.90
<b>.000 - Information and Arts Occupations</b>	
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	17.60
13042 - Illustrator II	22.56
13043 - Illustrator III	26.40
13047 - Librarian	23.29
13050 - Library Aide/Clerk	9.87
13054 - Library Information Technology Systems Administrator	20.94
13058 - Library Technician	13.25
13061 - Media Specialist I	14.80
13062 - Media Specialist II	16.56
13063 - Media Specialist III	18.46
13071 - Photographer I	13.93
13072 - Photographer II	17.60
13073 - Photographer III	22.56
13074 - Photographer IV	26.40
13075 - Photographer V	30.06
13110 - Video Teleconference Technician	13.83
<b>.00 - Information Technology Occupations</b>	
14041 - Computer Operator I	14.80
14042 - Computer Operator II	16.62
14043 - Computer Operator III	18.46
14044 - Computer Operator IV	22.60
14045 - Computer Operator V	23.90
14071 - Computer Programmer I (1)	21.12
14072 - Computer Programmer II (1)	26.16
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	14.80
14160 - Personal Computer Support Technician	22.60
<b>15000 - Instructional Occupations</b>	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.12
15020 - Aircrew Training Devices Instructor (Rated)	32.81
15030 - Air Crew Training Devices Instructor (Pilot)	35.70
15050 - Computer Based Training Specialist / Instructor	25.70
15060 - Educational Technologist	28.73
15070 - Flight Instructor (Pilot)	35.70
15080 - Graphic Artist	23.11

15090 - Technical Instructor	20.19
15095 - Technical Instructor/Course Developer	24.70
15110 - Test Proctor	17.73
15120 - Tutor	17.73

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

16010 - Assembler	8.49
16030 - Counter Attendant	8.49
16040 - Dry Cleaner	9.00
16070 - Finisher, Flatwork, Machine	8.49
16090 - Presser, Hand	8.49
16110 - Presser, Machine, Drycleaning	8.49
16130 - Presser, Machine, Shirts	8.49
16160 - Presser, Machine, Wearing Apparel, Laundry	8.49
16190 - Sewing Machine Operator	11.55
16220 - Tailor	12.42
16250 - Washer, Machine	9.32

**19000 - Machine Tool Operation and Repair Occupations**

19010 - Machine-Tool Operator (Tool Room)	16.65
19040 - Tool and Die Maker	19.20

**21000 - Materials Handling And Packing Occupations**

21020 - Forklift Operator	12.84
21030 - Material Coordinator	18.50
21040 - Material Expediter	18.50
21050 - Material Handling Laborer	12.26
21071 - Order Filler	10.55
21080 - Production Line Worker (Food Processing)	12.84
21110 - Shipping Packer	12.49
21130 - Shipping/Receiving Clerk	12.49
21140 - Store Worker I	9.57
21150 - Stock Clerk	13.57
21210 - Tools and Parts Attendant	13.58
21410 - Warehouse Specialist	12.84

**23000 - Mechanics and Maintenance and Repair Occupations**

23010 - Aerospace Structural Welder	26.66
23021 - Aircraft Mechanic I	25.39
23022 - Aircraft Mechanic II	26.66
23023 - Aircraft Mechanic III	27.99
23040 - Aircraft Mechanic Helper	19.88
23050 - Aircraft, Painter	20.15
23060 - Aircraft Servicer	22.11
23080 - Aircraft Worker	23.30
2310 - Appliance Mechanic	16.65
2320 - Bicycle Repairer	13.91

23125 - Cable Splicer	22.30
23130 - Carpenter, Maintenance	18.58
23140 - Carpet Layer	15.92
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	17.50
23182 - Electronics Technician Maintenance II	21.33
23183 - Electronics Technician Maintenance III	24.17
23260 - Fabric Worker	15.00
23290 - Fire Alarm System Mechanic	17.43
23310 - Fire Extinguisher Repairer	14.40
23311 - Fuel Distribution System Mechanic	19.17
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	15.46
23380 - Ground Support Equipment Mechanic	25.39
23381 - Ground Support Equipment Servicer	22.11
23382 - Ground Support Equipment Worker	23.30
23391 - Gunsmith I	13.67
23392 - Gunsmith II	15.79
23393 - Gunsmith III	17.67
23410 - Heating, Ventilation and Air-Conditioning Mechanic	20.06
23411 - Heating, Ventilation and Air Conditioning Mechanic (Research Facility)	20.93
23430 - Heavy Equipment Mechanic	17.43
23440 - Heavy Equipment Operator	17.43
23460 - Instrument Mechanic	17.67
23465 - Laboratory/Shelter Mechanic	16.81
23470 - Laborer	10.62
23510 - Locksmith	16.65
23530 - Machinery Maintenance Mechanic	20.08
23550 - Machinist, Maintenance	20.16
23580 - Maintenance Trades Helper	13.58
23591 - Metrology Technician I	17.67
23592 - Metrology Technician II	18.44
23593 - Metrology Technician III	19.22
23640 - Millwright	20.25
23710 - Office Appliance Repairer	16.65
23760 - Painter, Maintenance	16.65
23790 - Pipefitter, Maintenance	19.33
23810 - Plumber, Maintenance	18.87
23820 - Pneudraulic Systems Mechanic	17.67
23850 - Rigger	17.67
23870 - Scale Mechanic	15.92
23890 - Sheet-Metal Worker, Maintenance	17.43
23910 - Small Engine Mechanic	15.92
23931 - Telecommunications Mechanic I	21.33
23932 - Telecommunications Mechanic II	22.28
23950 - Telephone Lineman	21.09

23960 - Welder, Combination, Maintenance	17.43
23965 - Well Driller	17.67
23970 - Woodcraft Worker	17.67
23980 - Woodworker	11.30

**24000 - Personal Needs Occupations**

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

**25000 - Plant and System Operations Occupations**

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

**27000 - Protective Service Occupations**

27004 - Alarm Monitor	14.82
27007 - Baggage Inspector	10.14
27008 - Corrections Officer	18.04
27010 - Court Security Officer	18.04
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	18.04
27070 - Firefighter	17.90
27101 - Guard I	10.14
27102 - Guard II	17.90
27131 - Police Officer I	23.33
27132 - Police Officer II	25.99

**28000 - Recreation Occupations**

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

**29000 - Stevedoring/Longshoremen Occupational Services**

29010 - Blocker and Braer	16.16
29020 - Hatch Tender	16.16
29030 - Line Handler	16.16

29041 - Stevedore I	15.12
30042 - Stevedore II	17.29

**30000 - Technical Occupations**

30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.37
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.08
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.62
30021 - Archeological Technician I	19.34
30022 - Archeological Technician II	23.15
30023 - Archeological Technician III	28.63
30030 - Cartographic Technician	28.67
30040 - Civil Engineering Technician	27.30
30061 - Drafter/CAD Operator I	19.18
30062 - Drafter/CAD Operator II	23.15
30063 - Drafter/CAD Operator III	25.80
30064 - Drafter/CAD Operator IV	29.47
30081 - Engineering Technician I	16.59
30082 - Engineering Technician II	20.41
30083 - Engineering Technician III	22.83
30084 - Engineering Technician IV	28.28
30085 - Engineering Technician V	36.15
30086 - Engineering Technician VI	41.85
30090 - Environmental Technician	27.24
30210 - Laboratory Technician	21.72
30240 - Mathematical Technician	28.67
30361 - Paralegal/Legal Assistant I	17.80
30362 - Paralegal/Legal Assistant II	21.38
30363 - Paralegal/Legal Assistant III	26.62
30364 - Paralegal/Legal Assistant IV	29.59
30390 - Photo-Optics Technician	28.67
30461 - Technical Writer I	18.90
30462 - Technical Writer II	23.12
30463 - Technical Writer III	26.42
30491 - Unexploded Ordnance (UXO) Technician I	23.12
30492 - Unexploded Ordnance (UXO) Technician II	27.97
30493 - Unexploded Ordnance (UXO) Technician III	34.42
30494 - Unexploded (UXO) Safety Escort	23.12
30495 - Unexploded (UXO) Sweep Personnel	23.12
30620 - Weather Observer, Combined Upper Air or Surface Programs (3)	19.79
30621 - Weather Observer, Senior (3)	23.99

**31000 - Transportation/Mobile Equipment Operation Occupations**

31020 - Bus Aide	10.16
31030 - Bus Driver	15.48
31043 - Driver Courier	11.91
31060 - Parking and Lot Attendant	8.34
31090 - Shuttle Bus Driver	12.98

1310 - Taxi Driver	9.54
1361 - Truckdriver, Light	12.98
1362 - Truckdriver, Medium	15.34
31363 - Truckdriver, Heavy	16.39
31364 - Truckdriver, Tractor-Trailer	16.39
<b>99000 - Miscellaneous Occupations</b>	
99030 - Cashier	9.10
99050 - Desk Clerk	10.65
99095 - Embalmer	21.55
99251 - Laboratory Animal Caretaker I	9.03
99252 - Laboratory Animal Caretaker II	10.11
99310 - Mortician	24.04
99410 - Pest Controller	13.78
99510 - Photofinishing Worker	10.43
99710 - Recycling Laborer	11.24
99711 - Recycling Specialist	13.71
99730 - Refuse Collector	10.03
99810 - Sales Clerk	11.41
99820 - School Crossing Guard	8.29
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	10.91
99841 - Vending Machine Repairer	13.10
99842 - Vending Machine Repairer Helper	11.19

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** 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 \$3.01 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):**

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

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

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

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

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. If, 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 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(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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.

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.

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SECTION J

SECTION J LIST OF ATTACHMENTS

ATTACHMENT J-8 ACRONYM LIST

**Acronym List**

ACU – Arm Computer Unit  
 ACVS – AutoTRAC Computer Vision System  
 AERCam – Autonomous Extravehicular Robotic Camera  
 AFMD – Aeroscience & Flight Mechanics Division (aka EG)  
 AGDL – Autonomous GN&C Development Lab  
 APAS – Androgynous Peripheral Attachment System  
 AR&D – Automated Rendezvous & Docking  
 AR&SD – Automation, Robotics, & Simulation Division (aka ER)  
 ASIL – Avionic Systems Integration Lab  
 CCB – Configuration Control Board  
 CDR – Critical Design Review  
 CEV – Crew Exploration Vehicle  
 CR – Change Request  
 CRCP – Computer Resources Control Panel  
 CSA – Canadian Space Agency  
 CSI – Common Simulation Integration  
 DDTS – Distributed Defect Tracking System  
 DOUG – Dynamic Onboard Ubiquitous Graphics  
 DSP – Display Software Package  
 DST – Dynamic Skills Trainer  
 EA – organization code for Engineering Directorate  
 EG – organization code for the Aeroscience and Flight Mechanics Division  
 EP – Equivalent Persons  
 ER – organization code for Automation, Robotics, & Simulation Division  
 ER7 – organization code for Simulation & Graphics Branch  
 ESMD – Exploration Systems Mission Directorate  
 ETDP – Exploration Technology Development Program  
 EVA – Extra-Vehicular Activity  
 FDIR – Fault Detection, Isolation, and Recovery  
 GN&C – Guidance, Navigation, & Control  
 GPS – Global Positioning System  
 HIL – Hardware-In-the-Loop  
 ITTV – III Transfer Vehicle  
 ICAT – Intelligent Computer Aided Training  
 ICD – Interface Control Document  
 ICDS – Interactive Control and Dynamics Simulation  
 ISP – Information Sharing Protocol  
 ISS – International Space Station  
 JCS – Joint Control System  
 JEMRMS – Japanese Experiment Module Remote Manipulator System  
 JSC – Johnson Space Center  
 KSC – Kennedy Space Center  
 LCS – LEC Control Software  
 LEE – Latching End Effector  
 LEU – LEE Electronic Unit  
 MAGIK – Manipulator Analysis Graphic, Interactive, Kinematic  
 MCC – Mission Control Center  
 MCIU – Manipulator Control Interface Unit

MIL – Man-In-the-Loop  
MSS – Mobile Servicing System  
NASA – National Aeronautics & Space Administration  
OCS – Operations Control Software  
PC – Personal Computer  
PDR – Preliminary Design Review  
PDRS – Payload Deploy and Retrieval System  
POCCB – Personal OnBoard Computer Control Board  
PROX – Proximity  
RPOC – Rendezvous Proximity Operations and Capture  
SA – System Administration  
SACS – SSRMS ACU Control Software  
SEI – System Engineering and Integration  
SES – Systems Engineering Simulator  
SOW – Statement of Work  
SPDM – Special Purpose Dexterous Manipulator  
SRMS – Shuttle Remote Manipulator System  
SRR – Systems Requirements Review  
SRWS – SSRMS Robotics WorkStation  
SSRMS – Space Station Remote Manipulator System  
SSTF – Space Station Training Facility  
STF – Spacecraft Training Facility  
STL – Software Technology Laboratory  
TRAC – Targeting and Reflective Alignment Concept  
VR – Virtual Reality  
VSM – Vehicle System Management  
XML – eXtensible Markup Language

[END OF SECTION]