

SOLICITATION/CONTRACT ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

REQUISITION NUMBER
4200170779

PAGE 1 of 26

5. SOLICITATION NO.
NNJ06170779Q

6. SOLICITATION ISSUE DATE
September 5, 2006

8. OFFER DUE DATE/LOCAL TIME
September 21, 2006/2:00 PM CST

CODE **BT/JPF**

2. CONTRACT NO.
NNJ07TA01Z

AWARD/EFFECTIVE DATE
January 1, 2007

4. ORDER NUMBER

7. FOR SOLICITATION INFORMATION CALL NAME
Jennifer Krause, Contract Specialist

3. TEL. NO. (No collect calls)
(281) 483-8269

9. ISSUED BY:
NASA Johnson Space Center
Attn: BT/Contract Specialist
2101 NASA Parkway
Houston, TX 77058

10. THIS ACQUISITION IS

UNRESTRICTED

SET ASIDE _____ FOR

SMALL BUSINESS

SMALL DISADV. BUSINESS

(A)

NAIS: 541611

SIZE STANDARD: \$6,500,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

SEE SCHEDULE

12. DISCOUNT TERMS
Per GSA Contract GS-10F-0181P

13a. THIS CONTRACT IS A RELATED ORDER UNDER OPAS (15 CFR 700)

13b. RATING **DO-C9**

14. METHOD OF SOLICITATION

RFQ

IFB

FFP

15. DELIVER TO

NASA Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696

Attn: Transportation Officer, Building 421

Officer 807402, Contract NNJ06TA22D

Mark for: Accountable Procurement Officer
For reissue to: ZB/Jerry H. ... Bldg. 1, Rm. 321C

16. ADMINISTERED BY

NASA Johnson Space Center
Attn: BT/Contract Specialist
2101 NASA Parkway
Houston, TX 77058

CODE **BT/JPF**

17a. OFFEROR

Vision Analytics, Inc.
1350 NASA Parkway
Suite 105
Houston, TX 77058

3HBB9 FACILITY CODE

TELEPHONE NO. (281) -333-0016

18a. PAYMENT WILL BE MADE BY

NASA Johnson Space Center
2101 NASA Parkway
Attn: LF231/Funding & Commercial Accounting Section
Houston, TX 77058

17b. CHECK IF BUSINESS ADDRESSES DIFFERENT AND PUT SUCH ADDRESS IN OTHER BLOCK

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QTY.	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Independent Assessment Support	1	Job		\$6,500,000 NTE
<p>This is a Blanket Purchase Agreement (BPA) issued under GSA Contract GS-10F-0181P.</p> <p>The terms and conditions in the GSA Contract shall apply to all individual orders issued against this BPA.</p> <p>Additionally, each delivery order contains terms and conditions which are also applicable.</p> <p><i>(Attach Additional Sheets as Necessary)</i></p>					

25. ACCOUNTING AND AWARD DATA
PR 4200170779

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$6,500,000 NTE

SOLICITATION/CONTRACT ORDER FOR COMMERCIAL ITEMS
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REQUISITION NUMBER
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PAGE 2 of 26

27a. SOLICITATION INCORPORATES BY REF. FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATT. ADDENDA ARE ARE NOT ATT.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATT. ADDENDA ARE ARE NOT ATT.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR
James B. Costello

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
James B. Costello
Senior Director

30c. DATE SIGNED
9-21-2006

31a. UNITED STATES OF AMERICA (S.G. OF CONTRACTING OFFICER)
Geraldine B. Mason

31b. NAME OF CONTRACT OFFICER (TYPE OR PRINT)
Geraldine B. Mason

31c. DATE SIGNED
10/24/06

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED.

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

33. SHIP NUMBER PARTIAL FINAL

34. VOUCHER NO.

35. AMT. VERIFIED CORRECT FOR

36. PAYMENT COMPLETE PARTIAL FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGN. AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

Public reporting burden for this collection of information is estimated to average 45 minutes per response including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB No.: 9000-0136
Expires: 09/30/98

SECTION 2: ADDENDUM TO (FAR 52.212-4)(SEP 2005) CONTRACT TERMS AND CONDITIONS—
COMMERCIAL ITEMS

(u) Addenda:

1. ESTIMATED PRICE FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY REQUIREMENTS OF THE BLANKET PURCHASE AGREEMENT

- (a) The total estimated amount of this contract is not-to-exceed \$6,500,000
- (b) The contract value shall be calculated as the summation of the firm-fixed price task orders.
- (c) The minimum amount of combined task orders required by services detailed in the contract shall be \$40,000.

(End of Clause)

2. BPA RATE PROVISION

The purpose of this clause is to set forth the direct and indirect rates to be used in the subsequent negotiation and cost establishment of the BPA task orders in accordance with the Delivery Ordering Procedures set forth in the Method of Pricing Delivery Orders Clause of this contract.

(a) The contractor will use the fully burdened rates herein to determine the firm-fixed price of each task order. However, these rates shall exclude materials and travel, which are addressed below. As required, these fully burdened rates may be updated in accordance with changes in GSA Contract GS-10F-0181P. The following tables are for each contract year:

Labor Category	1/1/07 - 2/8/07	2/9/07 - 2/8/08	2/9/08 - 2/8/09	2/9/09 - 2/8/10	2/9/10 - 2/8/11	2/9/11 - 12/31/11

b4

(b) Travel: All travel costs shall be included in the firm-fixed price of the individual task orders placed under this BPA. Travel costs may include fee and shall be based on airfare and per diem rates in accordance with the most current official CONUS Per Diem Rates located at www.gsa.gov/travelpolicy and the contractor's DCAA approved accounting systems.

All costs for trips will be limited as follows:

- 1. Maximum allowable costs for lodging, meals and incidental expenses are limited to current Government-established per diem rates.
- 2. Maximum allowable cost for use of privately owned vehicles shall be restricted to the Federal Travel Regulations.
- 3. Allowable air travel expenses are limited to standard coach fare whenever it does not conflict with the ultimate purpose of the travel.

(c) Materials: Material costs shall be included in the firm-fixed price of the individual task orders placed under this BPA and shall be based on estimates derived from the contractor's DCAA approved purchasing, estimating, and accounting systems. Materials shall be at the contractor's cost, including, if appropriate, material handling costs and fee as a part of material cost.

(End of Clause)

3. CONTRACT FUNDING

Funding will be authorized by individual task/delivery orders issued by the contracting officer.

(End of Clause)

**4. PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
(FAR 52.204-9) (JAN 2006)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

(End of clause)

**5. SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND
EMPLOYEES/REPRESENTATIVES OF FOREIGN CONTRACTORS (JSC 52.204-91)
(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 (NFNMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a JSC or WSTF badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with JSC and WSTF security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into JSC or WSTF until approved and processed through the NFNMS. Unescorted access will not be granted unless a favorable National Agency Check (NAC) has been completed by the JSC Security Office, and an approved NASA Foreign National Visitor Security/Technology Control Plan (STTCP), (previously called the Access Control Plan) has been submitted and approved.

(c) The contractor agrees that it will not employ for the performance of work onsite at 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)

6. IDENTIFICATION OF EMPLOYEES (JSC 52.242-92) (AUG 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 badges will be issued only between the hours of 7:30 a.m. to 4 p.m., Monday through Thursday, and 7:30 am to 12:00 pm on Friday. JSC visitor badges will be issued between the hours of 6 a.m. to 10 p.m., 7 days a week. 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, keys, CAA cards, clearance terminations, JSC Public Key Infrastructure (PKI)/special program deletions, etc.) may result in final payment being delayed.

(End of Clause)

7. COMPLETION OF WORK (JSC 52.211-95) (OCT 2001)

All work required under this contract, including submission of all reports, shall be completed on or before December 31, 2011.

(End of Clause)

8. METHOD OF PLACING DELIVERY ORDERS (JSC 52.216-95) (APR 2006)

Delivery Orders may be placed only by the contracting officer. Delivery Orders will be in writing on Optional Form 347 or orally, followed by written confirmation. Delivery Orders will be numbered "1," second will be Number "2", and each succeeding Delivery Order will be numbered consecutively.

Each Delivery Order placed against this contract shall consist of the following information: (A) delivery order number and contract number; (B) place of delivery or performance (including consignee); (C) item/items ordered, including quantity, unit price, and amount of each; (D) date of order, and required delivery date; (E) name of person placing order; (F) funding and appropriation data; (G) Procurement placement code; (H) total amount; (I) signature of the contracting officer.

Amendments to orders may be issued in the same manner as original orders. Each order or amended order shall contain a citation of funds from which payment for the supplies or services ordered shall be made.

(End of Clause)

9. DELIVERY ORDER PLACEMENT

A delivery order placed before the expiration of the contract period of performance may be completed up to twelve months after the contract expires.

(End of Clause)

10. SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NASA 1852.204-76) (NOV 2004) (DEVIATION)

a) The Contractor shall be responsible for information and information technology (IT) security when the Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure, or where information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems, is stored, generated, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises," "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once

every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center and the NASA Security Operations Center.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that all individuals who perform tasks as a system administrator, or have authority to perform tasks normally performed by a system administrator, demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services, network services, files storage, and/or web services, to someone else other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.

(7) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

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

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

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

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

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

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

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --

(i) Current or recent national security clearances (within last three years);

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

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

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) The Contractor shall insert this clause, including this paragraph (f), in all subcontracts when the subcontractor is required to --

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of clause)

11. OMBUDSMAN (NASA 1852.215-84) (OCT 2003) (ALT I)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and post-award 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.

Randy K. Gish
Associate Director, Management
2101 NASA Parkway
Mail Code: AC
Houston, TX 77058
Phone: 281-483-0490 FAX: 281-483-2200
randy.k.gish@nasa.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(End of clause)

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

(a) Definitions.

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

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

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

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

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

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

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

(End of clause)

13. SAFETY AND HEALTH (SHORT FORM) (NASA 1852.223-72) (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 consistent with standard industry practice 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 Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. In situations where 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. The Government may pursue appropriate remedies in the event the Contractor fails to promptly take the necessary corrective action.

(e) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (e) and any applicable Schedule provisions, with appropriate changes of designations of the parties, in subcontracts of every tier that exceed the micro-purchase threshold.

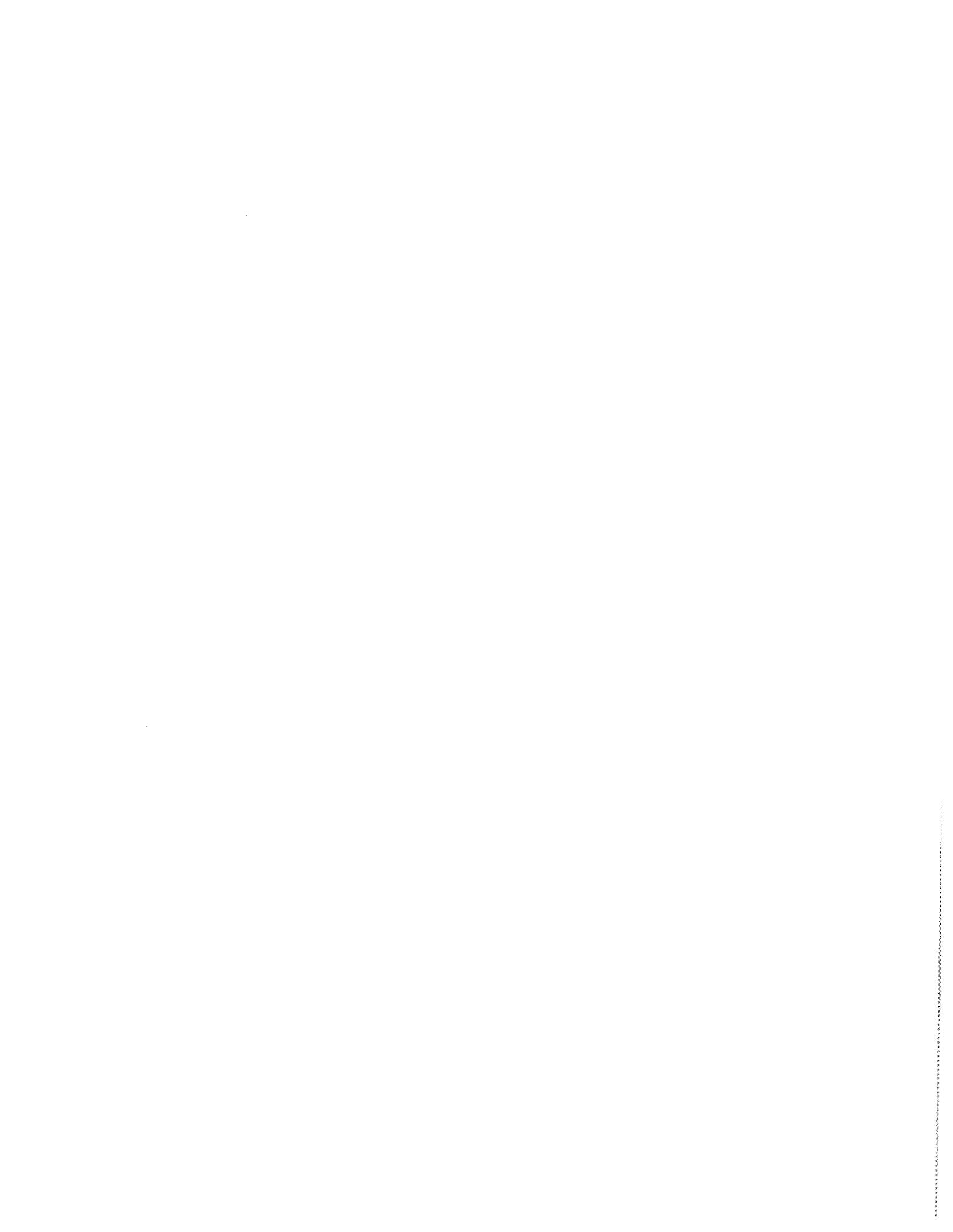
(End of clause)

14. MAJOR BREACH OF SAFETY OR SECURITY (NASA 1852.223-75) (FEB 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. Safety is essential to NASA and is a material part of this contract. 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. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own



investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

15. EXPORT LICENSES (NASA 1852.225-70) (FEB 2000)

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

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

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

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

(End of clause)

16. RIGHTS IN DATA—GENERAL (FAR 52.227-14) (AS MODIFIED BY NASA 1852.227-14) (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.

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

extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

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

(3)(i) The Contractor agrees not to establish claim to copyright, publish or release to others any computer software first produced in the performance of this contract without the Contracting Officer's prior written permission.

(ii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(3)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(iii) Whenever the word "establish" is used in this clause, with reference to a claim to copyright, it shall be construed to mean "assert".

(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 (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

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

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

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

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

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

(2) [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)

17. ADDITIONAL DATA REQUIREMENTS (FAR 52.227-16) (JUN 1987)

(a) In addition to the data (as defined in the clause at 52.227-14, Rights in Data—General clause or other equivalent included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

(b) The Rights in Data—General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data—General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

(End of clause)

18. ACCESS TO SENSITIVE INFORMATION (NFS 1852.237-72) (JUN 2005)

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

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

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

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

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

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

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

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

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

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

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

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

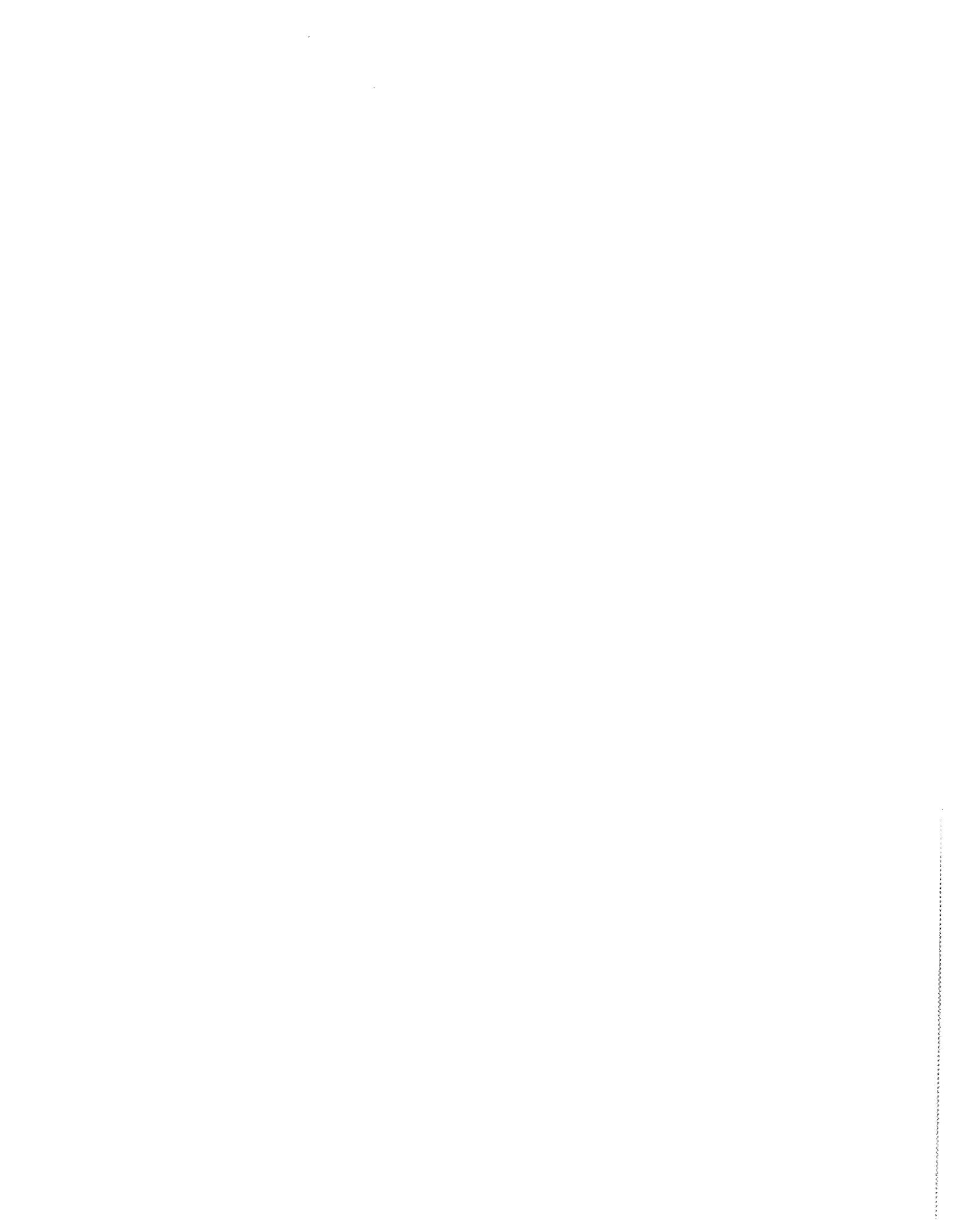
(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

(End of clause)

19. RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73) (JUN 2005)

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

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their sub-contractors 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) Prohibit 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)

20. OBSERVANCE OF LEGAL HOLIDAYS (NFS 1852.242-72) (AUG 1992)

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

New Year's Day

Labor Day

Martin Luther King, Jr.'s Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

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

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

(End of Clause)

21. SHIPPING INSTRUCTIONS (JSC 52.247-94) (APR 2006)

All documentation shall be shipped to the addresses cited in the Data Requirement List (DRL)/Data Requirements Description (DRD).

Shipment of all other items shall be as follows:

Parcel Post Shipments and Freight Shipments

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

Mark for: Accountable Property Officer 807402
Contract Number: NNJ06TA29D
For reissue to: ZB/Jerry Holsomback, Bidg. 1, Rm. 201C

(End of Clause)

SECTION 3: CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FAR 52.212-5)(AUG 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Reserved]

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (July 2005) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

(14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

(16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

(24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JUNE 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286), and 109-53.

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(25) 52.225-5, Trade Agreements (June 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

(28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

(29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(31) 52.232-32, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.



(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

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

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

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

SECTION 4: CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

STATEMENT OF WORK

1.0 Scope of Work:

This Statement of Work (SOW) describes the functions to be performed by the contractor in order to facilitate program assessment and management.

Detailed specifications will be provided with each Delivery Order (DO).

2.0 Schedule Management Support:

The contractor shall provide support for schedule management architecture and schedule evaluation.

In accordance with the delivery order, the contractor shall provide schedule management and integration to support the continued development of the Constellation Program. Specifically, the contractor shall develop and maintain resource-loaded, logic-linked schedules, analyze and integrate schedules provided by Constellation project offices, and report findings to various levels of management within the Constellation Program.

The contractor shall implement the structure, resources, and tools necessary for development of a schedule management system consistent with the Constellation Program's current schedule architecture. The system shall utilize program critical path logic capabilities, define control milestones, and shall be hierarchical in order to communicate progress and status at the projected cost and schedule level. The system shall include, but is not limited to, an Integrated Master Schedule (IMS), lower level schedules, and operation of the Constellation Enterprise Scheduling Tool.

The contractor shall conduct schedule reporting to status the progress of the Constellation Program. Schedule evaluation shall include, but is not limited to, analysis of schedule performance against the baseline; and testing schedule baselines for logic, sequence, and time spans. The contractor shall evaluate the project and element level schedules for logic links and assess if project milestones support next level program milestones. The contractor shall assess project and element level schedules against the Constellation Program's critical path and allocated budget resources and report findings to the Schedules Cost Estimating and Assessment (SCEA) office.

As specified by delivery order, the contractor shall prepare and submit a baseline Constellation IMS, logic and critical path; Constellation Program level control milestones and metrics; recommendations for schedule changes; schedules status reports; assessments of cost estimates; and assessments of schedules and logic flows.

3.0 Program Assessment:

The contractor shall provide program assessment support for evaluation of risks, cost plans and estimates, Earned Value Management (EVM), trade studies, and program changes.

In accordance with the delivery order, the contractor shall identify, evaluate, analyze, track, and report planning and assessment issues and risks to the SCEA office. The contractor shall evaluate cost plans provided by project offices for identification of key technical metrics to measure program status. The contractor shall assess the estimates provided by the project elements and present findings, alternatives, and recommendations to the Program Planning and Control Directorate. These assessments may utilize previous submittals, assumptions used by cost planners, and past NASA program data and cost models.

The contractor shall make recommendations for the implementation of an EVM System and supplement recommendations with key metrics to measure program performance, in accordance with NPR 7120.5C

and NPR 9501.3. The contractor shall evaluate the EVM information from the Constellation Program and projects and provide a check of current baselines and establish baselines for new work. In addition, the contractor shall develop a program performance measure to augment the EVM system and recommend metrics to forecast schedule slips and cost variances. The Contractor shall determine plans for consistent implementation of earned value among Constellation Program Project Offices and the strategy to improve earned value where necessary.

The contractor shall conduct trade studies of enterprise options for implementation by the Constellation Program. Trade studies may include, but are not limited to, implementation options for trading development cost, life cycle cost, and system performance capabilities.

The contractor shall analyze Constellation program changes and provide all required supporting data for each change including, but not limited to, an independent cost and schedule assessment of the change.

As specified by delivery order, the contractor shall prepare and submit recommendations on cost estimates; assessments of schedules and logic flows including schedule integration outputs; recommendations for a performance measurement system including program performance measures and metrics on program status; assessments of performance of original established baselines of cost and schedule information for all major program elements including the Crew Exploration Vehicle (CEV), Crew Launch Vehicle (CLV), Cargo Launch Vehicle, Ground Operations, and Advanced Projects; trade analysis findings and recommendations; and pre- and post- analysis reports of major program events including program operating plan submittals, quarterly reviews, and program manager monthly reviews.

DATA REQUIREMENTS LIST (DRL)

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

a. Title of Contract, Project, SOW, etc.		b. Contract/RFP No.		c. DRL Date/Mod Date		
Independent Assessment Support Contract		NNJ07TA01Z/NNJ06170779Q		August 2006		
1. Line item no.	2. DRD Title	3. Data type:	4. Frequency	5. As-of-date	6. 1 st subm. date	7. Copies
1	Schedule Management Status Report	<input checked="" type="checkbox"/> (1) Mandatory Submittal <input type="checkbox"/> (2) Data Library Submittal <input type="checkbox"/> (3) Submitted upon request	WK	Tuesday	1/12/2007	E HC 11
2. Distribution (Continue on a blank sheet if needed)						
ZB/COTR (F) BT/Contracting Officer (1) FW ZB/SCEA (10 HC) 2101 NASA Parkway Houston, TX 77058						
1. Line item no.	2. DRD Title	3. Data type:	4. Frequency	5. As-of-date	6. 1 st subm. date	7. Copies
2	Program Assessment Status Report	<input checked="" type="checkbox"/> (1) Mandatory Submittal <input type="checkbox"/> (2) Data Library Submittal <input type="checkbox"/> (3) Submitted upon request	MO/UR	30 or 31/15	1/31/2007	E 2
2. Distribution (Continue on a blank sheet if needed)						
ZB/COTR BT/Contracting Officer 2101 NASA Parkway Houston, TX 77058						
1. Line item no.	2. DRD Title	3. Data type:	4. Frequency	5. As-of-date	6. 1 st subm. date	7. Copies
3	Conflict of Interest Avoidance Plan	<input checked="" type="checkbox"/> (1) Mandatory Submittal <input type="checkbox"/> (2) Data Library Submittal <input type="checkbox"/> (3) Submitted upon request	RT	31/1	1/31/2007	E 2
2. Distribution (Continue on a blank sheet if needed)						
ZB/COTR BT/Contracting Officer 2101 NASA Parkway Houston, TX 77058						
1. Line item no.	2. DRD Title	3. Data type:	4. Frequency	5. As-of-date	6. 1 st subm. date	7. Copies
		<input type="checkbox"/> (1) Mandatory Submittal <input type="checkbox"/> (2) Data Library Submittal <input type="checkbox"/> (3) Submitted upon request				
2. Distribution (Continue on a blank sheet if needed)						

DATA REQUIREMENTS DESCRIPTION (DRD)

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

1. DRD Title Schedule Management Status Report	2. Date of current version August 2006	3. DRL Line Item No. 1	RFP/Contract No. (Procurement completes) NNJ06170779Q/NNJ07TA01Z
4. Use <i>(Define need for, intended use of, and/or anticipated results of data)</i> Provide status report and schedule information to the Constellation Program in order for interdependent program activities to be planned and critical schedule milestones monitored.		5. DRD Category: <i>(check one)</i> <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References <i>(Optional)</i>	7. Interrelationships <i>(o.g., with other DRDs) (Optional)</i>		
8. Preparation Information <i>(Include complete instructions for document preparation)</i>			

SCOPE:

The Schedule Management Status Report shall contain information on the Constellation Program's technical performance, cost, and schedule performance related to the tasks defined in the statement of work and the delivery orders. A review shall be held with NASA, upon request, to discuss. The frequency of submittal of the report is defined in the DRL.

CONTENT:

The Schedule Management Status Report shall contain the following:

- (1) The integrated Master Schedule (IMS) and lower level detailed milestone schedules;
- (2) The 12-month and 3-month schedules;
- (3) Results of analyses of the Project Offices control and visibility milestones as they relate to the Program's IMS;
- (4) Findings and recommendations derived from assessments of logic links and resource loading in the Constellation Program and Project schedules;
- (5) Assessment results of projected nominal performance of Constellation Program and Project schedules;
- (6) Assessment results of potential failure to meet performance milestones, identification of causes, and recommendations for performance measurement metrics and other improvements and changes;
- (7) Evaluation results of Constellation Program and Project schedules for logical links supporting the Program's critical path and control milestones; and
- (8) Findings and recommendations derived from assessments of performance indexes in the Constellation Program and Project schedules

FORMAT:

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

MAINTENANCE:

The report shall be updated and provided to NASA as identified in the DRL.

DATA REQUIREMENTS DESCRIPTION (DRD)

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

1. DRD Title Program Assessment Status Report	2. Date of current version August 2006	3. DRL Line Item No. 2	RFP/Contract No. (Procurement completes) NNJ06170779Q/NNJ07TA01Z
4. Use (Define need for, intended use of, and/or anticipated results of data) Provide status report and recommendations to the Constellation Program in order to identify, evaluate, analyze, and track risks and planning and assessment issues.		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)			

SCOPE:

The Program Assessment Status Report shall contain information on the Constellation Program's planning, assessment and risk issues related to the tasks defined in the statement of work and the delivery orders. A review shall be held with NASA, upon request, to discuss. The frequency of submittal of the report is defined in the DRL.

CONTENT:

The Program Assessment Status Report shall contain the following:

- (9) Earned value results from the integration of data from cost performance reports;
- (10) Early-warning system details of cost variances, threats to program reserves, schedule variances, schedule slips, and schedule changes;
- (11) Assessment results and recommendations on the cost and schedule variances to the approved Program Managers Recommend (PMR) plan;
- (12) Identification of budget and schedule risk and risk mitigation strategies to program baseline;
- (13) Description, including an executive summary briefing in Power Point, of trade studies identifying task objectives, the process used in performance of tasks, results, and recommendations; and
- (14) Assessment results from pre- and post-analysis of quarterly reviews, annual program operating activity and budget reviews.

FORMAT:

The report shall be provided in a business report style to be delivered in a format that is compatible with standard JSC office software loads and standard engineering software such as Microsoft Office Suite (compatible with Office 2003). Sand-charts are required where appropriate.

MAINTENANCE:

The report shall be updated and provided to NASA as identified in the DRL.

DATA REQUIREMENTS DESCRIPTION (DRD)

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

1. DRD Title Conflict of Interest Avoidance Plan	2. Date of current version May 2006	3. DRD Line Item No. 3	RFP/Contract No. (Procurement completes) NNJ06170779Q/NNJ07TA01Z
4. Use (<i>Define need for, intended use of, and/or anticipated results of data</i>) To ensure that conflict of interest mitigation exists.		5. DRD Category: (<i>check one</i>) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (<i>Optional</i>)	7. Interrelationships (<i>e.g., with other DRDs</i>) (<i>Optional</i>)		
8. Preparation Information (<i>include complete instructions for document preparation</i>)			

SCOPE:

In accordance with NFS 1852.237-72. Access to Sensitive Information, the Contractor shall deliver a Conflict of Interest Avoidance Plan within 90 days after contract award.

CONTENT:

The Conflict of Interest Avoidance Plan shall discuss the following:

- (1) Mitigation of utilization any sensitive information coming into the Contractor's possession only for the purposes of performing the services specified in this contract which may improve the Contractor's competitive position in another procurement.
- (2) Safeguards for sensitive information coming into its possession from unauthorized use and disclosure.
- (3) Safeguards for allowing access to sensitive information only to those employees that need it to perform services under this contract.
- (4) Mitigation precluding access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
- (5) Training of employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
- (6) Plans to obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (7) Strict segregation/firewall of all personnel having access to sensitive information, including identification by name of those individuals who have been segregated for purposes of accessing sensitive information. The Contractor shall keep this list current and make this list available to the Government. Individuals on this list shall be employees with a "need to know." Disclosure of sensitive information to non-Government individuals not on this list is strictly prohibited.

FORMAT:

The format of the Conflict of Interest Avoidance Plan shall be defined by the contractor. The file shall be compatible with the JSC standard office software (Microsoft's Word 2003.)

MAINTENANCE:

The Conflict of Interest Avoidance Plan is a one time delivery with revisions as required.