SOLICITATION, OFFER AND AWAR

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➤ R NG N .kated

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
NNJ11JA02B	NNJ10315317R	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	10/06/2010	4200377483

7. ISSUED BY CODE BJ2

NASA Lyndon B. Johnson Space Center
BJ2/Ester H. Lunnon
2101 NASA Parkway
Houston, TX 77058-3696

8. ADDRESS OFFER TO (If other than Item 7)

APPROVED
Laura D Ryan
JSC PROCUREMENT OFFICE MANAGER
3/2/2011
DATE

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

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, at the Lyndon B. Johnson Space Center, until **12:00 p.m.,** local time, on **11/15/2010**. **NOTE:** Volume III, Past Performance, is due at the place specified in Item 8, at the Lyndon B. Johnson Space Center, until **12:00 p.m.,** local time, on **10/20/2010.** For further information, see Provision L.10 for delivery instructions and Provision L.13 for due dates and time. CAUTION - LATE Submissions, Modifications, and Withdrawals: See Provision L.1(FAR 52.215-1). All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE	NUMBER	EXT.	C. EMAIL ADDRESS
➤	Ester H. Lunnon	281	244-7532		ester.f.lunnon@nasa.gov

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE	(X)	SEC.	DESCRIPTION	PAGE
PART I – THE SCHEDULE				**PART II – CONTRACT CLAUSES**			
☒	A	SOLICITATION/CONTRACT FORM	1	☒	I	CONTRACT CLAUSES	I-1
☒	B	SUPPLIES OR SERVICES AND PRICES/COSTS	B-1	**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.**			
☒	C	DESCRIPTION/SPECS/WORK STATEMENT	C-1	☒	J	LIST OF ATTACHMENTS	J-1
☒	D	PACKAGING AND MARKING	D-1	**PART IV – REPRESENTATIONS AND INSTRUCTIONS**			
☒	E	INSPECTION AND ACCEPTANCE	E-1	☒	K	REPRESENTATIONS, CERTIFICATIONS AND	
☒	F	DELIVERIES OR PERFORMANCE	F-1			OTHER STATEMENTS OF OFFERORS	
☒	G	CONTRACT ADMINISTRATION DATA	G-1	☒	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
☒	H	SPECIAL CONTRACT REQUIREMENTS	H-1	☒	M	EVALUATION FACTORS FOR AWARD	

OFFER ***(Must be fully completed by offeror)***

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 240 calendar days *(60 calendar days unless a different period is inserted by the offeror) from* the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, clause No. 52-232-8)* ➤	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION).* For offerors and related documents numbered and dated:	AMENDMENT NO	DATE	AMENDMENT NO	DATE
	1	10/22/10	2	10/29/10

15. NAME AND ADDRESS OF OFFEROR CODE FACILITY

Logical Innovations, Inc.
16902 El Camino Real, Suite 3C
Houston, TX 77058

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

Denise S. Navarro / President

15B. TELEPHONE NO. *(Include area code)*	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER ☐ SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
281-990-8560		Denise S Navarro	11/15/10

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

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN: *(4 copies unless otherwise specified)* ➤ ITEM Clause G.7

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

25. PAYMENT WILL BE MADE BY CODE

NASA Shared Services Center (NSSC)
Financial Management Division(FMD) – Accounts Payable
Bldg. 1111, C. Road
Stennis Space Center, MS 39529

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA	28. AWARD DATE
Stacy G. Houston	Stacy G Houston *(Signature of Contracting Officer)*	3/2/11

IMPORTANT – Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

DETAILED TABLE OF CONTENTS

This solicitation/contract consists of the following Sections:

SECTION A- SOLICITATION/CONTRACT FORM

Section & Number	Title	Page
A.1	Standard Form 33	
A.2	Detailed Table of Contents	A-1

PART I- THE SCHEDULE

SECTION B- SUPPLIES OR SERVICES AND PRICES/ COSTS

Section & Number	Title	Page
B.1	Clauses Incorporated by Reference	B-1
B.2	Supplies and/or Services to be Provided	B-1
B.3	Firm Fixed Price	B-2
B.4	Phase-In	B-2
B.5	IDIQ Minimum Guaranteed and Maximum Quantity of Work	B-2
B.6	IDIQ Task Order Estimating – Firm Fixed Price	B-2

SECTION C- DESCRIPTION/ SPECIFICATION/ WORK STATEMENT

Section & Number	Title	Page
C.1	Procurement Support Contract Statement of Work	C-1

SECTION D- PACKAGING AND MARKING

Section & Number	Title	Page
D.1	Clauses Incorporated by Reference	D-1

SECTION E- INSPECTION AND ACCEPTANCE

Section & Number	Title	Page
E.1	Clauses Incorporated by Reference	E-1

SECTION F- DELIVERIES OR PERFORMANCE

Section & Number	Title	Page
F.1	Clauses Incorporated by Reference	F-1
F.2	Period of Performance	F-1
F.3	Completion of Work	F-1
F.4	Phase-In and Phase-Out	F-1
F.5	Place of Performance – Services	F-2
F.6	Option To Extend Completion Date	F-3

SECTION G- CONTRACT ADMINISTRATION DATA

Section & Number	Title	Page
G.1	Clauses Incorporated by Reference	G-1
G.2	Technical Direction	G-1
G.3	Installation-Accountable Government Property (Deviation) Alternate I (Deviation)	G-2
G.4	Occupancy Management Requirements (Deviation)	G-4
G.5	Security/Badging Requirements for Foreign National Visitors and Employees/Representatives of Foreign Contractors	G-5
G.6	Identification of Employees	G-6
G.7	Submission of Invoices	G-6

SECTION H- SPECIAL CONTRACT REQUIREMENTS

Section & Number	Title	Page
H.1	Clauses Incorporated by Reference	H-1
H.2	Task Ordering Procedure Alternate I	H-1
H.3	Safety and Health	H-3
H.4	Limitation of Funds	H-5
H.5	Observance of Legal Holidays (AUG 1992) –Alternate I	H-6
H.6	Environmental and Energy Conservation Requirements	H-7
H.7	Administrative Leave	H-8

PART II- CONTRACT CLAUSES

SECTION I- CONTRACT CLAUSES

Section & Number	Title	Page
I.1	Clauses Incorporated by Reference	I-1
I.2	Updates of Information Regarding Responsibility Matters	I-4
I.3	Order Limitations	I-4
I.4	Option to Extend the Term of the Contract	I-5
I.5	Notification of Competition Limited to Eligible 8(a) Concerns (Deviation) Alternate I	I-5
I.6	Statement of Equivalent Rates for Federal Hires	I-6
I.7	Notification of Employee Rights Under The National Labor Relations Act (Deviation)	I-7
I.8	Authorized Deviations in Clauses	I-7
I.9	Security Requirements for Unclassified Information Technology Resources	I-8
I.10	Ombudsman	I-9
I.11	Access to Sensitive Information	I-9
I.12	Release of Sensitive Information	I-11

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

SECTION J- LIST OF ATTACHMENTS

Attachment No.	Attachments	Page
J-1	JSC Data Requirements List (DRL)	J-2
J-2	Data Requirements Documents (DRDs)	J-5
J-3	Safety and Health Plan	J-26
J-4	Organizational Conflict of Interest (OCI) Avoidance Plan	J-27
J-5	Task Order Statements of Work	J-28
J-6	U.S. Department of Labor Wage Determination	J-35

[END OF SECTION]

PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 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	DATE	TITLE

None included by reference

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

CLAUSE NUMBER	DATE	TITLE

None included by reference

(End of clause)

B.2 SUPPLIES AND/OR SERVICES TO BE PROVIDED

a) The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform in accordance with the Description/Specifications/Statement of Work (SOW) incorporated terms and conditions, SOW, and documents attached hereto.

b) The Contractor is required to furnish all the services identified in the SOW and as directed through the issuance of task orders under this contract. These services shall be ordered in accordance with the Federal Acquisition Regulation (FAR) clauses entitled "Ordering," "Ordering Limitations," and "Indefinite Quantity" found in Section I. The Government's obligation for the indefinite quantity is limited to that specified in Clause B.5, "IDIQ MINIMUM GUARANTEED AND MAXIMUM QUANTITY OF WORK".

(End of clause)

B.3 FIRM FIXED PRICE

The total firm fixed price of this contract is (b) (4)

This amount includes (b) (4) for non-labor costs (including but not limited to travel, training, and materials). The non-materials portion of the contract FFP will be defined in the individual task orders.

(This clause will be periodically updated to reflect FFP/IDIQ task orders issued.)

(End of clause)

B.4 PHASE-IN

The phase-in-period shall be 60-days from award of contract at a firm-fixed price of

B.5 IDIQ MINIMUM GUARANTEED AND MAXIMUM QUANTITY OF WORK

(a) The guaranteed minimum contract value of work that will be ordered under this contract, and which will be initiated through the issuance of task orders shall be **$5,000.00**. The maximum value that can be ordered under the IDIQ provisions of this contract is **$3,920,000.00**. This amount is inclusive of profit.

(1) The cumulative value for all task orders (inclusive of basic and all options), issued under this contract will not exceed **$9,800,000.00.**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to any contract price or profit.

(End of clause)

B.6 IDIQ TASK ORDER ESTIMATING – FIRM FIXED PRICE (FFP)

The pre-established contract year (CY) hourly rates shall be used in the establishment of the estimated price of the FFP individual task orders.

A. Fully Burdened Labor Rates (including overhead, G&A, and profit)

The rates in this table are maximum and will be used for evaluating modifications and determining price reasonableness. The Contractor may propose lower rates on individual task orders. Consider the Clause 52.222-43, as it pertains to "non-exempt" labor categories.

The Contractor shall provide the labor categories and hourly fully burdened rates (FBRs) in the following table. The Contractor shall use the rates herein to determine the price of each IDIQ task order. Rates are fully loaded, including profit.

CONTRACT LABOR CATEGORY	Contract Year (CY)1	CY2	CY3	CY4	CY5
Program Manager					
Lead, Data Entry					
Data Entry Clerk III					
Data Entry Clerk II					
Data Entry Clerk I					
Procurement Technician III					
Procurement Technician II					
Procurement Technician I					
Procurement Technician					
Procurement Clerk					

(End of clause)

[END OF SECTION]

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

PROCUREMENT SUPPORT CONTRACT STATEMENT OF WORK (SOW)

1.0 PURPOSE

This Statement of Work (SOW) describes the requirements for the planning and execution of a broad variety of procurement, database maintenance, and data analysis activities in support of the NASA Lyndon B. Johnson Space Center (JSC) Office of Procurement. The Contractor shall perform the work as specified in this SOW and elsewhere in the contract.

2.0 SCOPE OF WORK

The Contractor shall perform professional and technical services for the Office of Procurement. Services shall include, but are not limited to, clerical duties, meeting support, correspondence development and distribution, documentation preparation, contract management and administration tasks, records management, contract cost and price analysis and supporting documentation, contract adjustment analysis and documentation, and overall procurement functions. Additionally, the activities shall include data analysis and data verification and validation related to the procurement function, and day-to-day management, implementation, and administration of the JSC Bankcard program. The Contractor will be supplied routine office supplies by the Government in support of the requirements in the SOW. The Contractor shall provide and deliver training and/or coaching, as requested, to the Office of Procurement personnel, in its activities performed under this contract.

The Contractor shall ensure that all personnel are trained and proficient in the Microsoft Office Suite of programs that are available to the Office of Procurement personnel. The Contractor shall also possess knowledge and understanding of all procurement systems used in the JSC Office of Procurement in order to complete the broad range of procurement services. Such systems include but are not limited to, the Contract Management Module (CMM), the Systems Applications and Products (SAP), and the Federal Procurement Data System-Next Generation (NG) (FPDS-NG), and the electronic Subcontracting Reporting System (eSRS).

The Contractor shall also ensure all personnel possess knowledge and understanding of all Federal, Agency, and Center procurement regulations, rules, and policies, as appropriate. Such regulations, rules, and policies include, but or not limited to the Federal Acquisition Regulation (FAR), the NASA FAR Supplement (NFS), and the JSC Procurement Instruction (JPI).

3.0 PRODUCTS AND SERVICES

The Work Breakdown Structure (WBS) outlined below describes, at a high level, the products and services required under this contract. The WBS numbers will be used on contractor task orders (TOs) as well as in contract planning, reporting, and scheduling.

WBS 1.0 – Procurement Data Management
- 1.1 Synopsis and Solicitation Verification
- 1.2 Procurement Data Entry and Database Management
- 1.3 Contract Action Filing and Maintenance

WBS 2.0 – Program Contract Administration Support
- 2.1 – Contract Correspondence Management
- 2.2 – Contract and Database Configuration Control
- 2.3 – Contract Analysis and Administration Support

WBS 3.0 – General Contract Administration Support
- 3.1 – Contract Administration and Management

WBS 4.0 – JSC Bankcard Program Administration

4.0 CONTRACT MANAGEMENT

The Contractor shall perform all management functions, including technical and business management, necessary to plan, implement, track, report, and deliver the services described in the SOW. In performance of this contract, the Contractor shall fully comply with the most current versions of all documents in Attachment J.

WBS 1.0 PROCUREMENT DATA MANAGEMENT

1.1 Synopsis and Solicitation Verification

The Contractor shall perform review and editorial updates of pre-award synopses and solicitations (including amendments) and post these documents to the appropriate procurement system or application. Documents not meeting posting requirements shall be returned to the originator for correction.

The Contractor shall archive solicitations and synopses posted via the World Wide Web (web) unless advised differently. The Contractor shall maintain the ability to perform searches for and retrieve archived documents.

The Contractor shall participate in web application activities, including teleconferences and videoconferences, as necessary, in order to maintain current knowledge of certain procurement systems and/or web applications. The Contractor shall be designated as a NASA Acquisition Internet Services (NAIS) team member and a Super-User, and shall perform all pertinent activities associated with that function. The Contractor shall also participate in ad-hoc projects, teams, or review activities as they may arise.

The Contractor shall receive reports of awarded procurements, and post those via the

web using the appropriate procurement system or application as post-award notices. The Contractor shall routinely assess award reports in the appropriate data system and initiate post-award notification preparation activities.

1.2 Procurement Data Entry and Database Management

The Contractor shall provide the data entry and database management support described below, and shall develop and maintain a Standard Operating Procedures (SOP) Manual which describes the processes for performing data entry and for validating/verifying the procurement data systems contents.

The Contractor shall serve as the central receiver of Purchase Requests (PR's), accept those PR's, attach templates and/or append as necessary, and forward them to a Team Lead, via CMM, in the appropriate Office of Procurement organization.

The Contractor shall issue solicitation and contract identification numbers in compliance with NASA's policy, as required, and maintain a log cross-referencing procurement organizations and identification numbers.

The Contractor shall manage and perform the procurement data entry function for procurement data systems. The Contractor shall review the contract actions that have been input into the appropriate data system, acquire information as necessary, and post contract actions to the appropriate data system. The Contractor shall perform the necessary editing, verification, reconciliation, and error correction of data in these procurement systems. Upon contract closeout, the Contractor shall enter accession numbers, physically-complete dates, and other pertinent information in the appropriate data system. The Contractor shall perform the data validation/ verification activities as outlined in JSC's Data Quality Plan, and shall use and/or comply with the methodologies established by NASA Headquarters in doing so.

The Contractor shall maintain expertise and cognizance over the procurement data systems utilized at JSC, including but not limited to, CMM, SAP, and FPDS-NG, and serve as the primary point of contact for coordination of those data systems.

The Contractor shall perform and support the procurement reporting function at JSC, including providing both "canned", i.e. established, system reports and ad-hoc reports and analyses as necessary.

1.3 Contract Action Filing and Maintenance

The Contractor shall process and maintain files and logs of procurement documents.

WBS 2.0 PROGRAM CONTRACT ADMINISTRATION SUPPORT

2.1 Contract Correspondence Management

The Contractor shall perform the administrative functions necessary to manage contract-related correspondence for procurement program offices following all internal procedures of that specific office. In general, the Contractor shall date-stamp all correspondence and contract-related documents upon receipt. The Contractor shall enter correspondence data and link electronic copies into the appropriate contract

database tool. The Contractor shall file all documents in accordance with the internal procedures of the specific program office.

2.2 Contract and Database Configuration Control

The Contractor shall maintain and update conformed contracts with approved modifications. (Contract modifications include supplement agreements, change orders, delivery orders, and administrative and funding modifications.) The Contractor shall enter contract modification information and all contract related information and documents into the contract database. Such information and documents may include, but are not limited to, supplemental agreements, change orders, funding modifications, invoices, award fee data, proposals, technical evaluations, property reporting, etc. The Contractor shall also update other internal program office databases as needed.

2.3 Contract Analysis and Administration Support

The Contractor shall perform the complete range of procurement-related tasks in support of the preparation and execution of contract modifications using the internal procedures of the specific program office. These support tasks include, but are not limited to, performing under the direction of the assigned Contracting Officer, the analytical work necessary to develop the file documentation required by procurement policy for contracts and contract modifications. The Contractor shall develop necessary file documentation utilizing the internal processes and requirements of the specific program office. Such documentation includes spreadsheets and other documents as necessary to document, organize, and summarize the history of all contract actions.

The Contractor shall prepare the consolidated file in support of contract modifications, including, but not limited to, the Prenegotiation Position Memorandum (PPM) and the Price Negotiation Memorandum (PNM), and other required documentation. The Contractor shall utilize and prepare the contract file checklist, NASA Form 1098, "Checklist for Contract Award File Content", or equal. The completed file shall be provided to the Contracting Officer in support of execution of the modification. If all required contractor information in support of the modification execution has not been received, the Contractor shall not present the file to the Contracting Officer for final approval until such information has been received.

The Contractor shall prepare the file folders and supporting documentation, consistent with applicable procurement regulations and with the practices and work instructions used by the specific procurement program office.

The Contractor shall assist in, or perform; such data-gathering and analysis activities as may be required to support ad-hoc assignments such as Freedom of Information Act (FOIA) requests, status reports, and other requests for information related to the procurement functions.

WBS 3.0 GENERAL CONTRACT ADMINISTRATION SUPPORT

The Contractor shall perform the full range of contract pre-award, post-award functions for all procurement vehicles in compliance with applicable procurement regulations, agency and center policy, and office practices. The Contractor shall utilize procurement

data systems, as well as local-office databases and informal information systems, as applicable. Procurement vehicles which will be administered include, but are not limited to, contracts, grants, intergovernmental orders, purchase orders, and cooperative agreements.

WBS 4.0JSC BANKCARD PROGRAM IMPLEMENTATION

The Contractor shall administer the NASA Purchase Card Program ("Bankcard") at JSC. The Contractor shall perform day-to-day management of the Bankcard program. The Contractor shall ensure that all aspects of the NASA and JSC bankcard guidelines are adhered to, and shall comply with requirements regarding internal control processes for the bankcard program. The Contractor shall provide training, ad-hoc analyses, reports, and briefings related to the bankcard program and/or general procurement data regarding JSC contracts. The Contractor shall serve as a primary point of contact at JSC for the NASA bankcard team, and shall attend such training as may be required to maintain cognizance of, expertise in, and knowledge of the bankcard contractor systems and the NASA bankcard system and their interfaces, including procurement data systems. The Contractor shall provide customer service in the form of responses to day-to-day queries and requests for assistance on the part of JSC cardholders.

SECTION D - PACKAGING AND MARKING

D.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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.acquisition.gov/far/index.html
NASA FAR Supplement (NFS) Clauses:
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

(End of clause)

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE

None included by reference

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

CLAUSE NUMBER	DATE	TITLE

None included by reference

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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.acquisition.gov/far/index.html
NASA FAR Supplement (NFS) Clauses:
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

(End of clause)

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-4	AUG 1996	INSPECTION OF SERVICES - FIXED-PRICE

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

CLAUSE NUMBER	DATE	TITLE
None included by reference		

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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.acquisition.gov/far/index.html
NASA FAR Supplement (NFS) Clauses:
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

(End of clause)

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK

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

CLAUSE NUMBER	DATE	TITLE

None included by reference

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract shall be 2 years.

F.3 COMPLETION OF WORK

All work required under this contract, including submission of all reports, shall be completed on or before **May 1, 2013**.

F.4 PHASE-IN AND PHASE-OUT

(a.) Contractor Phase-In

(1) The services provided by this contract are vital to the Government's overall effort. Therefore, continuity of these services must be maintained at a consistently high level without disruption. To this end, the Contractor shall conduct an orderly phase-in of contract activities prior to assumption of responsibility for the effort described in the Statement of Work (SOW).

(2) The Contractor shall have up to 60 calendar days immediately prior to the effective date of the contract in which to conduct phase-in. Office space will not be provided by the Government during the phase-in period. During this time, the Contractor shall not be responsible for performance of the effort described in the SOW. It is understood that during phase-in the predecessor Contractor(s) will be performing work, which will be covered by the SOW of this contract after phase-in.

(3) On the effective date of the contract, the Contractor shall assume full responsibility for the effort covered by the SOW.

(4) The Contractor shall perform their phase-in plan, in accordance with their proposed phase-in approach as defined in DRD 05 "Phase-In Plan".

(b.) Contractor Phase-Out

(1) Prior to contract completion, a successor Contractor(s) may be selected to perform the work requirements covered by the SOW. The Contractor will conduct an orderly phase-out of contract activities prior to completion of this contract and assumption of responsibility for the effort described in the SOW by a successor Contractor(s). The Contractor shall remain responsible for the effort covered by the SOW during phase-out activities.

(2) Upon written notice by the Contracting Officer, the Contractor shall conduct phase-out activities for up to 60 calendar days prior to the contract completion date, including:

(i) support periodic meetings with the successor Contractor(s) to identify and discuss problems or areas requiring attention during the phase-out period; and

(ii) negotiate in good faith a plan with the successor Contractor(s) to determine the nature and extent of phase-in and phase-out activities required. The plan shall include effective transfer of all effort to the successor Contractor(s); training of personnel; and any other agreements or steps necessary to ensure a smooth transition between the contracts. The plan shall be subject to the Contracting Officer's approval.

(End of clause)

F.5 PLACE OF PERFORMANCE - SERVICES

The primary effort under this contract shall be performed at or near the NASA Lyndon B. Johnson Space Center (JSC), Houston, Texas.

(End of clause)

F.6 OPTION TO EXTEND COMPLETION DATE

The Government may require the Contractor to continue to perform services under this contract. The contracting officer may exercise this option by issuance of a unilateral contract modification 30 calendar days or more before the completion date set forth in Clause F.3, "Completion of Work". Should the option be exercised, the resultant contract will include all terms and conditions of the basic contract as it exists immediately prior to the exercise of the option, except for the following changes:

OPTION 1 (Year Three)

Clause B.5 (a) The maximum value that can be ordered under the IDIQ provisions of this contract is increased by **$1,960,000.00**. This amount is inclusive of profit.

Clause F.3 entitled "Completion of Work" shall be modified to extend the ending date of the contract to **May 1, 2014.**

Clause I.3 entitled Ordering, the first paragraph of the clause shall be modified to read: (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 2, 2011 thru May 1, 2014.**

OPTION 2 (Year Four)

Clause B.5 (a) The maximum value that can be ordered under the IDIQ provisions of this contract is increased by **$1,960,000.00**. This amount is inclusive of profit.

Clause F.3 entitled "Completion of Work" shall be modified to extend the ending date of the contract to **May 1, 2015.**

Clause I.3 Ordering, the first paragraph of the clause shall be modified to read: (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 2, 2011 thru May 1, 2015.**

OPTION 3 (Year Five)

Clause B.5 (a) The maximum value that can be ordered under the IDIQ provisions of this contract is increased by **$1,960,000.00.** This amount is inclusive of profit.

Clause F.3 entitled "Completion of Work" shall be modified to extend the ending date of the contract to **May 1, 2016.**

Clause I.3 Ordering, the first paragraph of the clause shall be modified to read: (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 2, 2011 thru May 1, 2016.**

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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.acquisition.gov/far/index.html
NASA FAR Supplement (NFS) Clauses:
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

(End of clause)

I FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE

None included by reference

II NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE

None included by reference

G.2 TECHNICAL DIRECTION (NFS 1852.242-70) (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.3 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (DEVIATION) ALTERNATE I (DEVIATION) (NFS 1852.245-71) (SEP 2007)

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the contracting officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual
NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements
NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements
JWI 4210.2 JSC Instructions for Control of Program Stock

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

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

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked.
__X__(1) Office space, work area space, and utilities. Government telephones are available for official purposes only.
__X__(2) Office furniture.
__X__(3) Property/Services listed below:

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

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

__X___Computer services, including printers, facsimile services, and other office equipment services, will be made available by the Government to PSC personnel as necessary to perform the Statement of Work requirements.
__X___Computer services will be provided to onsite program management personnel. At least one network printer and facsimile machine will be made available onsite for use to the program management personnel.
__X___Copy machines are available for use by all PSC personnel at all JSC facilities.

Government property provided to the Contractor shall only be utilized in performance of the Statement of Work requirements for this contract.

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

(End of clause)

G.4 OCCUPANCY MANAGEMENT REQUIREMENTS (DEVIATION) (NFS 1852.245-82) (SEP 2007)

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

(1) NPD 8800.14, Policy for Real Property Management.
(2) NPR 8831.2, Facility Maintenance Management

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

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

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

(End of clause)

G.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 three weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided. Contractors should be aware that approval for access to the site and issuance of a badge may take much longer than three weeks and sufficient lead time must be allowed to accommodate the approval process.

(b) All visit/badge requests for persons described in (a) above must be entered in the NASA Foreign National Management System (NFNMS) for acceptance, review, concurrence, and approval purposes. When an authorized company official requests a JSC or WSTF badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. These individuals shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with JSC and WSTF security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into JSC or WSTF until approved and processed through the NFNMS. Unescorted access will not be granted unless a favorable National Agency Check (NAC) has been completed by the JSC Security Office, and an approved NASA Foreign National Visitor Security/Technology Control Plan (STTCP), (previously called the Access Control Plan) has been submitted and approved.

(c) The contractor agrees that it will not employ for the performance of work on site at JSC or WSTF any individuals who are not legally authorized to work in the United States. If the JSC or WSTF Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

The contractor agrees to provide the information requested by JSC or WSTF Security Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to JSC or other NASA centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by JSC or any other center to be visited.

(End of Clause)

G.6 IDENTIFICATION OF EMPLOYEES (JSC 52.242-92) (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)

G.7 SUBMISSION OF INVOICES

Invoices shall be prepared and submitted in quadruplicate unless otherwise specified. Invoices shall contain the following information as applicable: contract and order number, item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Invoices shall be submitted to:

NSSC- FMD Accounts Payable
Bldg. 1111, C. Road
Stennis Space Center, MS 39529
Phone: 1-877-677-2123
Fax: 1-866-209-5415
E-mail: NSSC-AccountsPayable@nasa.gov

In the event that amounts are withheld from payment in accordance with the New Technology Clause or other provisions of this contract, a separate invoice for the amount withheld will be required before payment for that amount may be made.

(End of clause)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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.acquisition.gov/far/index.html
NASA FAR Supplement (NFS) Clauses:
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

(End of clause)

I FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

II NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY

H.2 TASK ORDERING PROCEDURE ALTERNATE I (NFS 1852.216-80) (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 5 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(i) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:

(1) Contract number, task order number, and date of the order.
(2) Task ceiling price.
(3) Cost and hours incurred to date for each issued task.
(4) Costs and hours estimated to complete each issued task.
(5) Significant issues/problems associated with a task.
(6) Cost summary of the status of all tasks issued under the contract.

(End of clause)

H.3 SAFETY AND HEALTH (NFS 1852.223-70) (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.4 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77) (MARCH 1989)

(a) Of the total price of items through **TBD**, the sum of $ **5,000.00** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amounts

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

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

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

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

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

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

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

clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

H.5 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) -- ALTERNATE I (NFS 1852.242-72) (SEP 1989)

(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.

(End of clause)

H.6 ENVIRONMENTAL AND ENERGY CONSERVATION REQUIREMENTS (JSC 52.223-93) (MAY 2008)

(a) The Contractor shall ensure that all work performed and equipment used to fulfill the requirements of this contract are in compliance with all Federal, state, and local regulations and public laws, and the following NASA JSC directives: JPD 8500.1, JSC Environmental Excellence Policy; JPR 8550.1, JSC Environmental Compliance Procedural Requirements; JPR 8553.1, JSC Environmental Management System Manual; CWI JE9W-06, EMS Aspect/Impact Assessment and EMP Process; NPR 8570.1, Energy Efficiency and Water Conservation; JSC's Energy and Water Conservation 5-Year Plan; and CWI J69W-03, Energy Conservation. The Contractor shall provide data on affirmative procurement, waste reduction activity, energy efficient product procurement, and ozone depleting substances in accordance with DRD MODSS-07, Environmental and Energy Consuming Product Compliance Reports.

(b) The Government remains the owner and operator of record for all environmental activities conducted at NASA owned properties unless otherwise documented in a signed agreement between NASA and the Contractor. The Contractor is advised that activities performed at JSC and associated facilities are subject to Federal, state and local regulatory agency inspections to review compliance with environmental laws and regulations. For on-site issues, JSC's Environmental Office will be the single point of contact with Federal and state regulatory agencies and their representatives unless otherwise directed by the Contracting Officer or the Environmental Office. The Contractor shall immediately notify the JSC Environmental Office when contacted by external regulatory agency representatives and shall cooperate fully. The Contractor shall complete, maintain, and make available to the Contracting Officer, JSC Environmental Office, JSC Energy Manager, or regulatory agency personnel all documentation relating to environmental compliance matters under applicable laws. The Contractor shall immediately notify the JSC Environmental Office upon issuance of a Notice of Violation or noncompliance to the Contractor.(c) Should a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar regulatory agency notice be issued to the Government as a facility owner/operator on account of the actions or inactions of the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall fully cooperate with the Government in correcting any problems and defending against regulatory assessment of any civil fines or penalties arising out of such actions or inactions.

(End of clause)

H.7 ADMINISTRATIVE LEAVE (JSC 52.242-94) (SEP 2008)

(a) 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), the following personnel should also be dismissed upon notification of a center closure provided by the Contracting Officer:

1. Contractor personnel working on-site; and
2. Contractor personnel dedicated to the contract effort who are
   a) working off-site within 10 miles of JSC; and
   b) unable to perform their NASA contract duties at their off-site location because their normal place of business has been or is expected to be negatively impacted by an emergency situation (e.g. has sustained damage, has been evacuated, etc.).
   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.

(b) Administrative leave granted under this clause shall be subject to modification or termination by the Contracting Officer and in all instances shall be subject to the availability of funds. 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 effected employees in accordance with the Contractor's established accounting policy.

1. If a labor hour-based contract, administrative leave granted under this clause shall be accounted for consistent with productive hours under this contract for employees in accordance with the Contractor's established accounting policy.
2. For fixed price contracts based on other than labor hours for deliverables, the Contracting Officer and Contractor shall as a precondition to any reimbursement negotiate an advanced agreement to determine the appropriate method in which to grant administrative leave under this clause.
3. All invoices requesting payment under this clause shall be marked as Administrative Leave in accordance with 52.242-94, Administrative Leave. All such invoices paid will be subject to review, audit, and revision when routine operations re-commence.

(c) The Contractor shall include this clause in all services subcontracts that include personnel in the categories described in (a) above.

(End of clause)

[END OF SECTION]

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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.acquisition.gov/far/index.html
NASA FAR Supplement (NFS) Clauses:
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

(End of clause)

I FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	DEC 2008	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
52.204-9	SEP 2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	JUL 2010	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	MAR 2009	AUDIT AND RECORDS - NEGOTIATIONS
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS ALT III & ALT IV
52.216-18	OCT 1995	ORDERING (*insert May 2, 2011 thru May 1, 2013*)
52.216-22	OCT 1995	INDEFINITE QUANTITY (*insert 12 months*)
52.217-2	OCT 1997	CANCELLATION UNDER MULTI-YEAR CONTRACTS
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES (*insert 30 days*)
52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.219-28	APR 2009	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2010	EQUAL OPPORTUNITY FOR VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2010	EMPLOYMENT REPORTS VETERANS
52.222-41	NOV 2007	SERVICE CONTRACT ACT OF 1965
52.222-42	MAY 1989	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
52.222-43	SEP 2009	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.222-54	JAN 2009	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.223-16	DEC 2007	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS
52.223-17	MAY 2008	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS
52.223-18	SEP 2010	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING
52.224-2	APR 1984	PRIVACY ACT
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND

		COPYRIGHT INFRINGEMENT
52.227-16	JUNE 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA--SPECIAL WORKS
52.228-5	JAN 1997	INSURANCE-WORK ON A GOVERNMENT INSTALLATION
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-17	OCT 2008	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-19	APR 1984	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES - FIXED-PRICE ALTERNATE I
52.244-6	SEP 2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	JUN 2007	GOVERNMENT PROPERTY – ALTERNATE I
52.245-9	JUN 2007	USE AND CHARGES
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.252-4	APR 1984	ALTERATIONS IN CONTRACT
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

II NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.223-74	MAR 1996	DRUG-AND ALCOHOL-FREE WORKFORCE
1852.228-75	OCT 1998	MINIMUM INSURANCE COVERAGE
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.243-71	MAR 1997	SHARED SAVINGS

I.2 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-8) (APR 2010)

a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by entering the required information in the Central Contractor Registration database at http://www.ccr.gov (see 52.204-7).

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) With the exception of the Contractor, only Government personnel and authorized users performing business on behalf of the Government will be able to view the Contractor's record in the system. Public requests for system information will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

I.3 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **$100,000.00** 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 **$3,000,000**;
(2) Any order for a combination of items in excess of **$3,000,000** (including options); or
(3) A series of orders from the same ordering office within **5** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

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

(End of clause)

I.4 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within (30 days); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to included this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

I.5 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (FAR 52.219-18) (JUNE 2003) (DEVIATION) ALTERNATE I (APR 2005)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(3) The offeror's approved business plan is on the file and serviced by
[SBA - Houston District Office, 8701 South Gessner, Suite 1200, Houston, Texas 77074]
(b) By submission of its offer, the offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.
(2) **Logical Innovations, Inc.** will notify the NASA Johnson Space Center's Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

I.6 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (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
See Attachment J-6, U.S. Department of Labor Wage Determination	

(End of clause)

I.7 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION) (FAR 52.222-99) (JUNE 2010)

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, may be–

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency, if requested];

(3) Downloaded from the Office of Labor-Management Standards web site at www.dol.gov/olms/regs/compliance/EO13496; or

(4) Reproduced and used [as] exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this

paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor is not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

I.8 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APRIL 1984)

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

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

(End of clause)

I.9 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76) (OCT 2009)

(a) The Contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and subcontractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: www.nasa.gov/offices/ocio/itsecurity/index.html. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed,

managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management 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.

(4) IT Security Plan – this is a FISMA requirement; see the ADL for applicable requirements.

Within 30 days after contract award, the Contractor shall develop and deliver an IT Security Management Plan. The delivery address and approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security website at https://itsecurity.nasa.gov/policies/index.html.

(d) The Contractor shall afford Government 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 (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) At the completion of the contract, the Contractor shall return all NASA information and IT resources provided to the Contractor during the performance of the contract in accordance with retention documentation available in the ADL. The Contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the Contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request.

(f) The Contracting Officer may waive specific requirements of this clause upon request of the contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

The Contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

I.10 OMBUDSMAN (NFS 1852.215-84) (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:

Melanie Saunders
Lyndon B. Johnson Space Center
Mail Code: AC
2101 NASA Parkway
Houston, TX 77058
Phone: 281-483-0490, Fax: 281-483-2200
Email: melanie.saunders-1@nasa.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Acting Director of the Contract Management Division, at 202-358-0514, facsimile 202-358-3083, e-mail diane.thompson@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

I.11 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)

I.12 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 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

SECTION J

LIST OF ATTACHMENTS

ATTACHMENT 1 - Data Requirements List (DRL)

ATTACHMENT 2 - Data Requirements Document (DRD)

ATTACHMENT 3 - Safety and Health Plan

ATTACHMENT 4 - Organizational Conflict of Interest (OCI) Avoidance Plan

ATTACHMENT 5- Task Order Statement of Works

ATTACHMENT 6– U.S. Department of Labor Wage Determination

ATTACHMENT J-1, DATA REQUIREMENTS LIST (DRL)

JSC 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
Procurement Support Contract (PSC)	NNJ10315317R	07/2010

1. Line item	2. DRD Title	3. Data type	4. Frequency	5. As-of-date	6. 1st subm.	7. Copies
01	**Information Technology (IT) Security Plan, Risk Assessment, and FIPS 199 Assessment**	☒ (1) Written ☒ (2) Mandatory Submittal ☐ (3) Submitted upon request	Annual	7/2010	30 Days after award	a. b. See block 8
	8. Distribution *(Continue on a blank sheet if needed)* BD/Contracting Officer's Technical Representative (1 hard copy) BJ2/Contracting Officer (1 hard copy) IA/Chief Information Officer (1 hard copy)		9. Remarks See DRD			
1. Line item	2. DRD Title	3. Data type	4. Frequency	5. As-of-date	6. 1st subm.	7. Copies
02	**Organizational Conflict of Interest (OCI) Avoidance Plan**	☒ (1) Written ☒ (2) Mandatory Submittal ☐ (3) Submitted upon request	As needed	7/2010	w/proposal	a. b. See block 8
	8. Distribution *(Continue on a blank sheet if needed)* BD/Contracting Officer's Technical Representative (COTR) (1 hard copy) BJ2/Contracting Officer (1 hard copy, 1 electronic copy)		9. Remarks See DRD			
1. Line item	2. DRD Title	3. Data type	4. Frequency	5. As-of-date	6. 1st subm.	7. Copies
03	**Safety and Health Plan**	☐ (1) Written ☒ (2) Mandatory Submittal ☐ (3) Submitted upon request	OT	3/2010	w/proposal	a. b. See block 8
	8. Distribution *(Continue on a blank sheet if needed)* BJ2/Contracting Officer (1 hard copy, 1 electronic copy) NS/Safety and Test Operations Division (2 hard copies, 1 electronic copy) JSC Occupational Health Officer (1 hard copy) JSC Emergency Preparedness Office (1 hard copy)		9. Remarks See DRD			
1. Line item	2. DRD Title	3. Data type	4. Frequency	5. As-of-date	6. 1st subm.	7. Copies
04	**Safety and Health Program Self Evaluation**	☒ (1) Written ☒ (2) Mandatory Submittal ☐ (3) Submitted upon request	Annual	10/2003	Sept. 30th of each year	a. b. See block 8
	8. Distribution *(Continue on a blank sheet if needed)* See DRD		9. Remarks See DRD			

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

JSC DATA REQUIREMENTS LIST (DRL)

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

Page 2 of 2

a. Title of Contract, Project, SOW, etc.	b. Contract/RFP No.	c. DRL Date/Mod Date
Procurement Support Contract (PSC)	NNJ10315317R	07/2010

1. Line item	2. DRD Title	3. Data type	4. Frequency	5. As-of-date	6. 1st subm.	7. Copies
05	**Phase In Plan**	☐ (1) Written ☒ (2) Mandatory Submittal ☐ (3) Submitted upon request	OT	1/2004	w/proposal	a. Type b. Number See block 8
	8. Distribution *(Continue on a blank sheet if needed)* BD/Contracting Officer Technical Representative (COTR) (1 electronic) BJ2/Contracting Officer (1 electronic)		9. Remarks See DRD			
1. Line item	2. DRD Title	3. Data type	4. Frequency	5. As-of-date	6. 1st subm.	7. Copies
06	**Standard Operating Procedures Manual For Procurement Data Entry Support**	☐ (1) Written ☒ (2) Mandatory Submittal ☐ (3) Submitted upon request	As needed	7/2010	30 Days after contract start	a. b. See block 8
	8. Distribution *(Continue on a blank sheet if needed)* BD/Contracting Officer Technical Representative (COTR) (1 electronic) BJ2/Contracting Officer (1 electronic)		9. Remarks See DRD			
1. Line item	2. DRD Title	3. Data type	4. Frequency	5. As-of-date	6. 1st subm.	7. Copies
07	**Wage/Salary and Fringe Benefit Data**	☐ (1) Written ☒ (2) Mandatory Submittal ☐ (3) Submitted upon request	See DRD	07/2010	At contract start	a. b. See block 8
	8. Distribution *(Continue on a blank sheet if needed)* BD/Contracting Officer Technical Representative (COTR) (1 electronic) BJ2/Contracting Officer (1 electronic)		9. Remarks See DRD			
1. Line item	2. DRD Title	3. Data type	4. Frequency	5. As-of-date	6. 1st subm.	7. Copies
08	**Employee Roster**	☐ (1) Written ☒ (2) Mandatory Submittal ☐ (3) Submitted upon request	See DRD	7/2010	Prior to contract start	a. b. See block 8
	8. Distribution *(Continue on a blank sheet if needed)* BD/Contracting Officer Technical Representative (COTR) (1 electronic) BJ2/Contracting Officer (1 electronic)		9. Remarks			

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

ATTACHMENT J-2, DATA REQUIREMENT DOCUMENTS (DRDs)

1. DRD Title	2. Date of current version	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
Information Technology (IT) Security Plan, Risk Assessment, and FIPS 199 Assessment	7/2010	01	NNJ10315317R

4. Use *(Define need for, intended use of, and/or anticipated results of data)*	5. DRD Category: *(check one)*
The Contractor shall be responsible for Information Technology Security for all systems connected to a NASA network or operated by a NASA contractor. This plan will ensure contractor awareness and compliance with the NASA regulations.	☒ Technical ☐ Administrative ☐ SR&QA

6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs) (Optional)*
NFS 1852.204-76 "Security Requirements for Unclassified Information Technology Resources," NPR 2810.1 "Security of Information Technology"	

Preparation Information: The Contractor shall prepare the deliverable as follows:

a. **Data Type – 1**: Written approval by the Contracting Officer is required before contractor implementation of the IT Security Management Program Plan.

b. **Scope:** The Contractor shall submit an IT security management program plan for its unclassified technology information resources. This program plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The Contractor's IT security management program plan shall be compliant with the IT security requirements in accordance with Federal and NASA policies as referenced in OMB Circular A-130 (Management of Federal Information Resources), NPR 2810.1A (Security of Information Technology), and NPR 1620.1 (Security Procedures and Guidelines). See the CIO-Procurement Website for any supporting documentation.

i) **IT SECURITY PLAN(S)**
The Contractor shall have a line manager who is responsible for the contractor's systems in accordance with the definitions set forth in NPR 2810.1A. The IT security plan shall be kept up to date as changes to the baseline configuration of the system occur and shall be documented in the IT Security Plan.

Note: An IT Security Plan is specific to a system or group of systems, while an IT Security Management Program Plan is defined as the elements a contractor has outlined to meet the IT Security requirements for interfacing with other contractors and NASA, training requirements and meeting the requirements in NPR 2810.1A.

ii) **TRAINING**
Per NASA requirements, employees subject to this contract shall complete the NASA provided IT security awareness training annually. Contractor provided IT security awareness training may be substituted but must be approved annually by NASA as a substitute. When substituted, per NPD 2810.1A, the contractor shall provide evidence that periodic IT security awareness training has been met for all employees subject to this contract . The Contractor shall submit periodic reports (as requested by the CO) detailing the overall status of the annual training program. The Annual training program is defined as the period from Oct. 1st through Sept. 30th.

iii) **INFORMATION ON EMPLOYEES IN SENSITIVE AUTOMATED INFORMATION SYSTEMS (AIS) POSITIONS/ASSIGNMENTS REPORT**
The Contractor shall submit an annual report on employees in sensitive IT positions/assignments which shall include information for personnel screening as required by the NASA Procurement Information Circular (PIC) 02-04, NPR 2810.1A, and NPR 1600.1 on position risk. This report shall be compiled on an annual basis.
A list of all lead system administrators shall be updated by September 30 every year. This list will be used to ensure the Contractor, as outlined in PN 04-03, has met the system administrator certification requirements.

iv) **SYSTEM ADMINISTRATORS**

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

Contractor employees performing in the lead role of System Administrator shall maintain certification as a Certified Information Systems Security Professional (CISSP).

c. **Format:** The product shall be in a Microsoft Office compatible format.

d. **Submission:**
   i) Initial: 30 days after contract award
   ii) Approval: 60 days after contract award
   iii) Frequency: Document shall be submitted annually by TBD

e. **Distribution:** for all aforementioned reports/plans:
   COTR
   Contracting Officer
   Chief Information Officer (CIO) Representative to Procurement

f. **Maintenance:** As defined in NPR 2810.1. Revisions shall be incorporated by change page or complete reissue.

1. DRD Title	2. Current Version Date	3. DRL Line Item No.	RFP/Contract No. *(Procurement Completes)*
Organizational Conflict of Interest Avoidance Plan		02	NNJ10315317R

4. Use (Define need for, intended use of, and/or anticipated results of data)					
To document the Contractor's implementation plan for avoiding organizational conflict of interest as required by NASA FAR Supplement Clause 1852.237-72, Access to Sensitive Information.					
5. DRD Category: *(check one)*	x	Technical		Administrative	SR&QA
6. References *(Optional)*			7. Interrelationships *(e.g., with other DRD's) (Optional)*		
8. Preparation Information					

1. Description/Use – To document the Contractor's implementation plan for avoiding organizational conflict of interest as required by NASA FAR Supplement clause 1852.237-72, Access to Sensitive Information.

2. Submission:
   a. Initial – With Proposal
   b. Final – Approved plan to be incorporated into the contract as a compliance document
   c. Approval – Contracting officer
   d Submission Frequency – Whenever circumstances change requiring a revision to the plan

3. Applicable Documents: none

4. Data Preparation Information:
   a. Scope –The Organizational Conflict of Interest Avoidance Plan shall describe the Contractor's management approach and planned implementation methods for accomplishing conflicts of interest avoidance.
   b. Content – The Conflict of Interest Avoidance Plan shall discuss the following:

(i) Describe your plan to mitigate all organizational conflicts of interest and your plan of utilization for 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.

(ii) Safeguards for sensitive information coming into its possession from unauthorized use and disclosure.

(iii) Safeguards for allowing access to sensitive information only to those employees that need it to perform services under this contract.

(iv) Mitigation precluding access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

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

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

(vii) Strict segregation/firewall of all personnel having access to sensitive information, including identification by name of those individuals who have been segregated for purposes of accessing sensitive information. The Contractor shall keep this list current and make this list available to the Government. Individuals on this list shall be employees with a "need to know." Disclosure of sensitive information to non-Government individuals not on this list is strictly prohibited.

(viii) Analyze all organizational conflicts of interest that might arise because the service provider has access to

other companies' sensitive information, and shall establish specific methods to control, mitigate, or eliminate all problems identified.

c. Format: Contractor's electronic format is acceptable
d. Reference FAR part 9.5
e. Distribution:
   Contracting Officer 1 copy
   COTR 1 copy

5. Maintenance – The OCI Avoidance Plan is a one-time delivery with revisions as required.

1. DRD Title	2. Current Version Date	3. DRL Line Item	RFP/Contract No. (Procurement completes)
Safety and Health Plan	03/2010 (replaces 04/2008 version)	03	NNJ10315317R

4. Use (Define need for, intended use of, and/or anticipated results of data)
Establishes Safety and Health Compliance Plan for Contractors providing support to JSC organizations ***The Office of Primary Responsibility for this DRD is the JSC Safety and Test Operations Division

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

6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs) (Optional)*
OSHA CSP 03-01-003, Voluntary Protection Program (VPP): Policies and Procedures Manual JSC 17773, Instructions for Preparation of Hazard Analysis for JSC Ground Operations JPR 1700.1 JSC Safety and Health Handbook	Safety and Health Program Self Evaluation

THIS VERSION OF THE SAFETY AND HEALTH PLAN REQUIREMENTS IS RESTRICTED TO SERVICE CONTRACTS PERFORMED PRIMARILY IN NONHAZARDOUS SETTINGS (SUCH AS AN OFFICE ENVIRONMENT).

Frequency of Submission. Initial submission as stated in RFP. Upon NASA approval, the Contractor's Safety and Health Plan is amended to the contract and become a Contractual Requirement.

Distribution: After the plan is approved by NASA, the CO will retain the plan in the Contract file. The Contractor will send additional copies to each of the following:
Contracting Officer (1 hard copy and 1 electronic copy by email or CD)
NS/Safety and Test Operations Division (1 electronic copy by email or computer diskette)
JSC Occupational Health Officer (1 hard copy)
JSC Emergency Preparedness Office (1 hard copy)

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

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

1.5.2	Company Physician/Occupational Injury/illness case manager – at contract start and as revised.
1.5.3	Building Fire Wardens (Roster)
1.5.4	Designated Safety Official
1.8.2	Safety and Health Self Evaluation Report
1.9.1	Roster of Terminated Employees
1.9.2	Material Safety Data Sheets (MSDS)
1.9.3	Hazardous Materials Inventory
2.1.1	Job Hazard Analysis for Offices (when revised after contractor review)
2.4	Inspection results entered in Building Inspection Tracking System (BITS)
2.6	Close calls forwarded to JSC close call tracking system
2.7.1	Mishap reporting
2.7.2.a	JSC Form 288, "Accident/Incident Statistics"
2.7.2.b	OSHA logs

Format:

1. Cover page - to include as a minimum, signatures of Contractor's project manager and designated safety official. Once approved by NASA, the plan will be placed on the contract.

2. Table of Contents. See content below.

3. Body of plan - as required. Contractor's format is acceptable but should be aligned with the elements of the content below. A correlation matrix is recommended.

4. When preparing its plan, the offeror/contractor is expected to review all the items below and tailor its plan accordingly. Tailoring is the process of identifying those items that must be performed to assure the safety of the contractor's employees while performing work on the contract. The contractor is part of a larger program – the NASA safety program – which has other contracted employees, civil servants, and other third parties that must be protected from any hazard in the workplace wherever they arise. This includes the following:

a. Hazards associated with work done on contractual tasks.
b. Hazards that arise from non-contractual operations in the vicinity of contractor's workers.
c. Hazards that arise from contractual operations which may affect the safety and health of individuals and assets outside this contract.

5. The plan will clearly identify those resources to be provided by the Contractor and proposed resources to be provided by the Government. This review and supporting rationale is to be made available to the Government as part of this plan. It can be documented as a checklist or outline, inserted directly in the body of the plan, or in any format developed by the Contractor that clearly conveys the results of this review including the basis for any underlying assumptions. For further information, see the LIST OF INSTALLATION PROVIDED FACILITIES AND SERVICES provided in this RFP.

6. The plan must cover the prime contractor and all subcontractors.

Details:

1. MANAGEMENT LEADERSHIP AND EMPLOYEE PARTICIPATION

1.0 Management and employees work together as a team to provide a safe and healthful workplace. They are part of a larger safety and health program that involves other employers including but not limited to the government. Management and employee synergies often must work together across contractual lines.

1.1 Policy: Provide the Contractor's safety and health compliance policy statement with the plan. Compare the Contractor's policy statement with those of NASA and OSHA and identify any differences. Provide an explanation of the impact of identified differences and why you have taken this approach. Include all team members participating in the contract in your policy statement.

1.2 Goals and Objectives. Describe your approach to the following:

1.2.1 Specific annual safety and health goals and objectives to be met. Include innovative employee input systems and management approaches that produce a measurable rate of improvement in employee participation. These goals and objectives may or may not be quantifiable. Explain how you will evaluate your accomplishment of these goals and objectives.

1.2.2 Describe methods to be used, if any, to improve on the Days Away Case Rate (DACR), the Total Recordable Injury Rate (TRIR), and the total Days Away plus Restricted Duty plus Job Transfer (DART).

1.3 Management Leadership. Describe how management will demonstrate its commitment to safety and health compliance through visible management activities and fulfill its line management responsibilities for safety and health. Describe specific processes and techniques for implementation in all Contract and subcontract activities and products. Include a statement from the project manager or designated safety official indicating that the plan will be implemented as approved and that the project manager will take personal responsibility for its implementation.

1.4 Employee Involvement. Describe procedures to promote, implement, and sustain employee (e.g., non-supervisory) involvement in safety and health compliance program development, implementation and decision-making. Describe the scope and breadth of employee participation to be achieved so that approximate safety and health risk areas of the Contract are equitably represented. Describe methods to be used to obtain employee buy in and address the behavioral aspects of safety.

1.5 Assignment of Responsibility. Describe line and staff responsibilities for safety and health program implementation. As a minimum, the Contractor will identify the following:

1.5.1 Safety Representative - identify by title the individual who will be responsive to Center-wide safety, health and fire protection concerns and goals, and who will participate in various joint meetings, forums, and other activities related to the JSC Safety and Health program.

1.5.2 Company Physician/Occupational Injury/illness case manager - identify a point of contact who is responsible for the transfer or receipt of medical data and who will be the primary contact for the company in the event any employee suffers a work related injury or illness by name, address, and telephone number to the JSC Occupational Medicine Clinic, mail code SD32. This will facilitate communication of medical data to Contractor management. Promptly notify the JSC Occupational Medicine Clinic of any changes.

1.5.3 Building Fire Wardens - provide a roster of fire wardens at the start of each Contract year (their names, telephone numbers and pagers, and mail codes) to JSC/Safety & Test Operations Division, mail code NS. Contractor fire wardens are needed to facilitate the JSC fire safety program, including coordination of related issues with NASA facility managers and emergency planning and response officials and their representatives. Fire wardens will be trained in accordance with JPR 1700.1. The Roster shall be maintained by letter to the JSC Safety & Test Operations Division, mail code NS, with copies to the Contracting Officer and the Contracting Officers Technical Representative. The initial letter shall be received by the Government not later than 15 days after contract start.

1.5.4 Designated Safety Official - identify by title the official(s) responsible for implementation of this plan and all formal contacts with regulatory agencies and with NASA.

1.6 Provision of Authority. Describe your approach to maintain consistency of this plan throughout the life of the contract with applicable NASA and JSC requirements and contractual direction as well as applicable Federal, State, and Local regulations.

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

1.8 Program Evaluation. Describe your approach to safety and health program evaluation. The program evaluation consists of:

1.8.1 [RESERVED.]

1.8.2 Safety and Health Self Evaluation Report - a written self-evaluation report to be delivered at least once per year. (Note: This self evaluation is not the same as the Contractor performance self evaluation but may be used for that purpose if specifically required by the contract.) The self-evaluation shall follow the VPP program evaluation report format found in OSHA CSP 03-01-003, Voluntary Protection Program (VPP): Policies and Procedures Manual, Appendix C, "Format for Annual Submissions", as mandated by the cognizant OSHA regional office. Contractors who have submitted a written self-evaluation as a VPP site may submit their original report to OSHA in lieu of writing a new self-evaluation provided that all action plans and status are updated. The self-evaluation shall as a minimum cover the elements of the approved safety and health plan. The report is required by the JSC Safety and Test Operations Division, mail code NS, by September 30 of each year.

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

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

a. Date of report, Contractor identity, and Contract number.

b. For each person listed, provide name, social security number, and date of termination.

c. Name, address, and telephone number of Contractor representative to be contacted for questions or other information.

1.9.2 Material Safety Data Sheets (MSDS) - the Contractor must deliver MSDS for any hazardous materials it

brings onto Government property or included in products delivered to the Government. 1 copy of each MSDS will be sent upon receipt of the material for use on NASA property to the JSC Central MSDS Repository (maintained by the JSC Occupational Medicine Occupational Health contractor) along with information on new or changed locations and/or quantities normally stored or used. If the MSDS arrive with the material and is needed for immediate use, the MSDS shall be delivered to the Central MSDS Repository by close of business of the next working day after it enters the site.

1.9.3 Hazardous Materials Inventory – when so directed by Government contract administrators, the Contractor shall compile an inventory report of all hazardous materials in its possessions on Government property. The call for this inventory and instructions for delivery will be issued by the JSC Occupational Medicine Occupational Health contractor, mail code SD33.

1.10 Government Access to Safety and Health Program Documentation. The Contractor shall state in its plan that all safety and health documentation (including relevant personnel records) are to be made available without impediment for inspection or audit to Government safety and health professionals and their representatives. Electronic access by the Government to this data is acceptable as long as Privacy Act and information security requirements are met. For the purpose of this plan, safety and health documentation includes but is not limited to: logs, records, minutes, procedures, checklists, statistics, reports, analyses, notes, or other written or electronic document which contains in whole or in part any subject matter pertinent to safety, health, or emergency preparedness.

1.11 Review and Modification of Safety Requirements. The Contractor may be requested to participate in the review and modification of safety requirements that are to be implemented by the Government including any referenced documents therein. This review activity will be implemented at the direction of the NASA Contracting Officer's Technical Representative (COTR) in accordance with established contractual procedures.

1.12 Procurement. Identify procedures used to assure that procurements are reviewed for safety and health compliance considerations and that subcontracts contain appropriate safety criteria and instructions. Set forth authority and responsibility to assure that NASA safety requirements and tasks are clearly stated (flowed down) in subcontracts.

1.13 [RESERVED.]

2. WORKSITE ANALYSIS

2.0 Worksite analysis is needed to identify hazards and other safety and health threats to employees and valuable assets. The Government has already determined the Contract will provide nonhazardous services which contain a limited number of hazards. Analysis will include primarily the following: developing job hazard analyses for its employees; provisions to protect is employees from hazards in their work areas; inspections of the workplace; investigations of mishaps and close calls; and the submission of safety and health data to the Government.

2.1 ANALYSIS OF Worksite Hazards. The Contractor shall perform the following analyses:

2.1.1 Job Hazard Analysis for Offices. The Contractor is recommended to use the office job hazard analysis template at TBD to establish its office safety program. The template may be amended as need; changes to the JHA will be delivered to JSC Safety and Test Operations Division **for** review and concurrence. The Office JHA will be reviewed periodically with contract personnel and updated as needed. The reviews will be documented and tracked so that each contract employee's review is fully demonstrated.

2.1.2 Hazards from Nearby Operations not in the Contractor's control. The Contractor will be co-located with other Government personnel and contractors who may perform hazardous operations. The Contractor will assess these nearby operations for potential threats to its employees and establish controls for their mitigation. This may require coordination with the owner of the nearby operations.

2.2 Industrial Hygiene. Describe your industrial hygiene program and how it will be coordinated with the JSC authorities responsible for industrial hygiene at JSC-administered installations. This includes workplace exposures such as ergonomics. In the event corporate resources are used to determine workplace exposures, copies of all monitoring data shall be provided to JSC Occupational Medicine Occupational Health contractor within 15 days of receipt of results.

2.3 (RESERVED)

2.4 Inspections. The Contractor's plan will include assignments, procedures, and frequency for regular inspection and evaluation of its assigned work areas for hazards and accountability for implementation of corrective measures. In general, 100% coverage of work areas will be inspected every three months. The completion of all inspections will be recorded in the JSC Building Inspection Tracking System (BITS).

2.4.1 The Contractor will describe administrative requirements and procedures for implementation of regularly scheduled inspections of their assigned areas for hazards including coordination of findings with area supervisors, facility managers, and JSC safety and health representatives as needed.

2.4.2 All inspection findings and corrective actions will be documented. In addition, hazards that remain open for more than 30 days will be reported to JSC Safety & Test Operations Division through JSC-safety-report-submittals@mail.nasa.gov. Inspections will identify:

a. Discrepancies between observed conditions and applicable requirements,

b. The hazard(s) posed by the discrepancy and the severity and probability of an injury, illness, property damage, or environmental damage.

c. Corrective measures or controls implemented to eliminate or control the hazard and schedules for completion. This includes interim actions, remedial actions, and final actions.
   i. Interim Actions are those actions immediately taken to make conditions safe at the point of the inspection.
   ii. Remedial actions are those actions taken to ensure the same condition does not exist in other areas under the Contractor's jurisdiction and if they do, are rendered safe.
   iii. Final actions are those actions taken to prevent recurrence.

d. Notification to facility managers, work area supervisors, JSC safety professionals, and JSC health professionals of hazards that pose an imminent or significant risk to safety and health of employees, operations, or facilities. This may require immediate actions such as evacuations, stop work, or shut down of operations.

e. [RESERVED.]

2.5 (RESERVED)

2.6 Employee Reports of Hazards - Identify methods to encourage employee participation in JSC's Close Call Reporting System to report observed hazardous conditions and events (e.g., close calls). The Contractor may implement an internal close call reporting system provided features of JSC's closed call reporting system are adopted and close call information is included in the JSC closed call tracking system. The Contractor's approach shall not unnecessarily inhibit employee participation in JSC's Close Call Reporting System.

2.6.1 The Contractor will describe steps it will take to create reprisal-free employee reporting with emphasis on management support for employees.

2.6.2 The Contractor will describe methods to be used to incorporate employee insights into hazard abatement and motivation/awareness activities.

2.7 Accident and Record Analysis.

2.7.1 Mishap Reporting and Investigation. The Contractor will describe its approach to mishap notification and response, reporting, investigating, and correcting negative findings that are discovered in its investigations. A full discussion of NASA requirements is found in NPR 8621.1 and JPR 1700.1. Key items from NPR 8621.1 and JPR 1700.1 are identified below and must be included in the safety and health plan.

2.7.1.1 Mishap Notification and Response – the Contractor will describe how it will ensure prompt notification of mishaps and how it will respond to such notifications. The expectation is that employees will notify their managers as soon as possible after a mishap to allow a preliminary investigation to secure the scene, identify witnesses, and to safeguard evidence, personnel or property. The Contractor will notify the Safety and Test Operations Division, the Contracting Officer, and the Contracting Officer's Technical Representative immediately under the following circumstances:

a. Fatality, hospitalization, or total or partial permanent disability to one or more persons.
b. Property damage equal to or greater than $250,000.

c. Mishaps involving NASA personnel or NASA property regardless of severity.
d. Any mission failure.

2.7.1.2 Who performs the investigation – the Contractor shall recognize that the Government may chose to immediately initiate a preliminary investigation including taking custody of the mishap scene and the collection of witness statements as a prelude to a Government investigation. Factual evidence will be made available for the contractor's investigation at a time to be determined by the Government Investigating authority.

2.7.1.3 Initial Reporting – the Contractor will provide an initial report within 24 hours of the mishap containing basic information that identifies personnel injured, the property damaged or lost, and the name and contact information of the appointing official and investigator. NASA Form (NF) 1627 (found at http://jschandbook.jsc.nasa.gov/) will be used as a guide for the initial report. This report will be required for:

a. All mishaps and close calls (as defined by NPR 8621.1B) which occur onsite at a JSC-administered establishment. This includes Government owned and contractor operated facilities.
b. All type A and B mishaps at contractor and third party facilities when the mishap is a direct result of work performed on the contract.
c. All type C property damage mishaps at contractor and third party facilities when the mishap is a direct result of work performed on the contract.

2.7.1.4 Interim Reporting. The Contractor is expected to submit interim reports that bring attention to specific issues such as product safety or performance defects; procedural issues; or other items of an urgent nature requiring an immediate and timely intervention by other parties. The Contractor may use its own format for interim reports.

2.7.1.5 Mishap Investigation. The Contractor will investigate all mishaps it incurs while performing contract work. The investigation will include a determination of the root causes, findings, contributing factors, and recommendations for corrective action. The results will be documented in the contractor's format. All mishaps reported to the Government will require delivery of the contractor's mishap investigation report (the standard is within ten working days for routine mishaps0. If more time is needed, coordination with the Contracting Officer and NASA safety managers will be required. The Government may establish a delivery date up to 75 days after the mishap investigation begins. The contractor's final report shall identify which parts of the report are proprietary for business reasons or otherwise controlled for reasons of security. The Government reserves the right to initiate release of the report in accordance with processes specified in NPR 8621.1.

2.7.1.6 Corrective Actions. The Contractor will provide a corrective action plan that is traceable to findings, root causes, contributing factors, and recommendations. Each corrective action will be assigned to a specific assignee with estimated completion dates. The Contractor will be responsible for notifying the Government of completion dates and changes in the schedule. Actions assignable to the Government or other parties will be so indicated.

2.7.1.7 Lessons Learned. If requested by the Government, the Contractor will identify develop and submit lessons learned suitable for inclusion in the JSC Lessons Learned Database in accordance with JPR 2310.1, JSC Organizational Learning Program. A negative report that there are no candidate lessons may be acceptable. Candidate lessons (including a negative report as appropriate) will be included with the investigation report as an appendix.

2.7.2 Trend Analysis – Provide trend analysis data as follows.

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

b. Log of Occupational Injuries/Illnesses - For each establishment on and off NASA property that performs work on this Contract, the Contractor shall deliver, to the Government, a copy of its annual summary of occupational injuries and illnesses (OSHA 300 and OSHA 300A) as described in Title 29, Code of Federal Regulations, Subpart 1904.5 If the Contractor is exempt by regulation from maintaining and publishing such logs, data equivalent to the OSHA log but in Contractor's format is acceptable. Data shall be compiled and reported by calendar year and provided to the Government within 45 days after

the end of the year to be reported (e.g. not later than February 15 of the year following) or as soon as possible after contract termination.

3. HAZARD PREVENTION AND CONTROL

3.0 Once hazards are identified, they must be eliminated or controlled to lessen the risk to personnel, facilities, and the work environment. This section builds on worksite analysis described in section 2.0 above.

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

3.2 Appropriate Controls. The Contractor will select and implement controls necessary to mitigate hazards to an appropriate level of risk. Refer to the hazard reduction precedence sequence for details (see JPR 1700.1). Describe how you will identify and accept any residual risk. Describe how you will verify the initial and ongoing effectiveness of controls. The Contractor will describe how it will coordinate the acceptance of risk with facility managers and safety, health, and emergency authorities at NASA.

3.3 [RESERVED.]

3.4 Written Procedures. Identification of methods to assure that the relevant hazardous situations and proper controls are identified in procedural documentation. Procedures will be developed in a format suitable for use as safety documentation (such as a safety manual or workbook) and be readily available to personnel as required to safely perform their duties.

3.5 to 3.10 [RESERVED.]

3.11 Medical (Occupational Healthcare) Program. Discuss implementation of JSC's "Clinic First" policy when on site to include return to work policies and the use of Government provided medical and emergency facilities for the initial treatment of occupational injuries/illnesses. Discuss your need for a medical surveillance program and injury/illness case management to evaluate personnel and workplace conditions to identify specific health issues and prevent degradation of personnel health as a result of occupational exposures. Discuss your approach to Cardiopulmonary Resuscitation (CPR), first aid, and use of emergency fibrillation equipment.

3.12. (RESERVED)

3.12.2 Personnel Awareness of Hazards. Discuss your approach to communicate unsafe conditions and approved countermeasures to your employees. Discuss your approach to communicating such conditions to the Government and other Contractors whose personnel may be exposed to such unsafe conditions. Discuss communications with Facility Managers.

3.12.3 (RESERVED).

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

3.14 Emergency Preparedness. Provide details on your approach to emergency preparedness and contingency planning which addresses fire, explosion, inclement weather; 29 CFR 1910.120 (HAZWOPER); and local, regional, and national incidents at JSC as proscribed by JPD 1040.2, JSC Emergency Preparedness Program and JPR 1040.4, JSC Emergency Preparedness Plan. Include how you will protect employees and facilities, and how you will notify JSC emergency forces including emergency dispatcher, safety hotline, director's safety hotline, etc. Include with this plan your pre-planning strategies and how they will be implemented through procedures, training, drills, etc. Identify your methods and schedules to verify emergency readiness. Describe how your employees will be able to locate and be knowledgeable in appropriate emergency action plans.

4. SAFETY AND HEALTH TRAINING

4.0 Employees (including management and supervisors) must be trained on the responsibilities to protect themselves and the facilities and operations in which they work. The results of worksite analyses and hazard prevention and control feed the resulting training programs. Timely feedback from trainees is critical to ongoing

improvement of training material and course content.

4.1 Describe the Contractor's training program including identification of responsibility for training employees to assure understanding of safe work practices, hazard recognition, and appropriate responses for protective and/or emergency countermeasures, including training to meet Federal, State, and Local regulatory requirements.

4.2 Describe approach to identifying training needs including traceability to exercises such as job safety analyses, performance evaluation profiles, hazard analyses, mishap investigations, trend analyses, fire drills, etc. Discuss your approach to written exams (a NASA requirement) and other methods to establish trainee proficiency.

4.3 Describe approach to training personnel in the proper use and care of personal protective equipment (PPE) if appropriate.

4.4 Discuss tailoring of training towards specific audiences (management, supervisors, and employees) and topics (safety orientation for new hires, specific training for certain tasks or operations). Discuss methods to obtain feedback on the success of the training.

4.5, 4.6 [RESERVED.]

4.7 Discuss approach to making all training materials and training records available to NASA and its representatives and other Federal, state, and local agencies for their review upon request.

1. DRD Title **Safety and Health Program Self Evaluation**	2. Current Version Date	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
	10/2003 (replaces 04/2003 version)	04	NNJ10315317R
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)*	Technical	Administrative	X SR&QA
6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs) (Optional)*		
	SA-1-1 Safety and Health Plan.		
8. Preparation Information (Include complete instructions for document preparation)			

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 30th of each year.

1. DRD Title **Phase-In Plan**	2. Date of current version 7/2010	3. DRL Line Item No. 05	RFP/Contract No. (Procurement completes) NNJ10315317R
4. Use *(Define need for, intended use of, and/or anticipated results of data)* To describe the Contractor's planned approach for contract phase-in.			5. DRD Category: *(check one)* ☐ Technical ☒ Administrative ☐ SR&QA
6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs) (Optional)*		

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

SCOPE: This data package documents the Contractor's approach for contract phase-in.

CONTENT: The Contractor is expected to meet full performance requirements from the start date of the base contract period. Prior to performance of services ordered by the government under this contract, the Contractor shall accomplish all tasks required to begin work ordered under this contract.

Some examples of activities that remain the sole responsibility of the contractor include managing transition activities, hiring personnel, obtaining personnel badges and clearances, training personnel, scheduling the performance of ordered work, ensuring approval of safety plan, and compliance with contractual data requirements.

The offeror shall submit a Phase-In Plan which shall detail the proposed implementation processes and strategies for effecting a smooth transition. The plan shall contain, at a minimum, detailed rationale, schedule and specific approach to successfully complete each item described below.

a. Smooth phase-in consistent with maintaining efficient continuity of services for the 60-day period prior to contract start. Describe in detail the plan for maintaining continuous and efficient operations at JSC. Describe how you will work with incumbent contractors and NASA, including resources and interfaces expected from each to ensure an effective transition and continuous service.

b. Phase-in schedule to accomplish all proposed phase-in steps/milestones. Describe your approach for how you will implement the schedule. Include a plan to support the proposal to, and negotiation of, the first task order to be placed in the contract.

c. Details for initial staffing and training of personnel. Discuss proposed key personnel and demonstrated that they are committed to employment prior to start of contract.

d. Approach to understanding specific customer requirements prior to contract start.

e. Approach for ensuring completion of badging requirements and personnel security clearances to ensure employees are cleared for access to JSC and its associated facilities, as required, prior to start of the contract.

f. Proposed Firm Fixed Price for your Phase-In Plan.

g. **FORMAT:** In addition to providing the data, referenced in this DRD, as specified above, the data also shall be provided electronically in Open Format. For the purposes of this DRD, "Open Format" is defined as a format for an electronic data file that is non-proprietary. Examples of non-proprietary data file formats include: comma delimited, tab delimited, text and rich text formats. Contractor report format acceptable.

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

1. DRD Title	2. Date of current version	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
Standard Operating Procedures (SOP) Manual for Procurement Data Entry Support	7/2010	06	NNJ10315317R

4. Use *(Define need for, intended use of, and/or anticipated results of data)*	5. DRD Category: *(check one)*
To document the processes that comprise the procurement data entry support function.	☐ Technical ☒ Administrative ☐ SR&QA

6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs)*
Statement of Work (SOW)	

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

Frequency of submission:

i.Initial- Required 30 days after contract start
ii.Frequency – As required

Distribution: Distribution specified below plus additional distribution per Contracting Officer's Letter

i. Initial – Contracting Officer, COTR, 1 electronic copy as per CO direction
ii. Frequency – Contracting Officer, COTR, 1 electronic copy as per CO direction
iii.Updates – As required by the Contracting Officer

Format: Contractor's electronic format is acceptable.

Content

a. Data Type - Type 2 – Mandatory Submittal

b. Scope – The Contractor shall develop and maintain a Standard Operating Procedures (SOP) Manual to document the processes that comprise the "Procurement Data Entry Support" function.

c. Content – The SOP manual shall include the processes specifically required to accomplish the Procurement Data Entry Support SOW, as well as the Contractor's procedures to adhere to regulations and requirements.

d. Submission of Revisions – The Contractor may revise the manual as needed in order to maintain current.

1. DRD Title	2. Date of current version	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
Wage/Salary and Fringe Benefit Data	07/2010	07	NNJ10315317R

4. Use *(Define need for, intended use of, and/or anticipated results of data)*	5. DRD Category: *(check one)*
The Wage/Salary and Fringe Benefit Data will be used by the NASA Contracting Officer and the Contract Labor Relations Office to provide the necessary data for submittal of Standard Form (SF) 98, Notice of Intention to Make a Service Contract and Response to Notice, to the Department of Labor, and to assist in the monitoring of Service Contract Act compliance.	☐ Technical ☒ Administrative ☐ SR&QA

6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs) (Optional)*
	FAR 52.222-41

8. Preparation Information

a. Data Type – Type 2 Mandatory Submittal

b. Scope –The Wage/Salary and Fringe Benefit Data must be submitted by the Contractor, and any subcontractors which are subject to the provisions of the Service Contract Act, to the Contracting Federal Agency. In accordance with FAR regulations 22.1007 and 22.1008, the Contracting Officer is required to submit a SF 98 to the Department of Labor, Wage and Hour Division.

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

APPLICABLE DOCUMENTS: None

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

e. Frequency of Submission:
   i. Initial – At contract start, end of phase-in
   ii. Frequency – Annually, 90 days prior to the anniversary date of the contract required

f. Distribution: Distribution specified below plus additional distribution per Contracting Officer's Letter
   BJ/Contracting Officer
   BB/JSC Contract Labor Relations Officer

Maintenance – Changes shall be incorporated as required by change page or complete reissue.

FORM 2

WORK SHEET FOR SF-98 DATA
WAGE RATE INFORMATION

CONTRACTORS LABOR CLASSIFICATION	WAGE DETERMINATION CLASSIFICATION	EXEMPT OR NONEXEMPT	UNION OR NONUNION	CURRENT HOURLY RATE	FTE NO OF EMPLOYEES

Illustration of required data:

Project Manager	Not required	E	N		1
Supervisor	Not required	E	N		1
Electrical Engineer	Not required	E	N		4
Engineer Tech, Jr	Engineering Tech, II	N	N		1
Electrical Technician	Electronics Tech Maint II	N	U		4
Secretary	Secretary I	N	N		2
File Clerk	General Clerk II	N	N		1
Clerical Data Entry	Word Processor I	N	N		1

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

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

FORM 3

FRINGE BENEFITS PER COLLECTIVE BARGAINING AGREEMENT

For period from _____ to _____

Contractor:

Contract Number:

Number of employees in bargaining unit _____

Total number of employees on contract _____

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

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

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

3. Paid Absences:

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

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

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

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

_____ _____
Signature of Company Representative Date

FORM 3A

FRINGE BENEFITS FOR SERVICE EMPLOYEES

For Period from _____ to _____

Contractor:

Number of nonexempt employees on contract: _____

Total number of employees on contract: _____

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

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

2. Paid Absences

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

_____ _____
Signature of Company Representative Date

1. DRD Title **Employee Roster**	2. Date of current version 07/2010	3. DRL Line Item No. 08	RFP/Contract No. (Procurement completes) NNJ10315317R
4. Use *(Define need for, intended use of, and/or anticipated results of data)* Identifies Contractor employee working on-site at Johnson Space Center (JSC). May be used during floor checks.			5. DRD Category: *(check one)* ☐ Technical ☒ Administrative ☐ SR&QA
6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs)* None		

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

a. Data Type - Type 2 – Mandatory Submittal

b. Scope – The Contractor shall submit an Employee Roster of all personnel performing work on-site at JSC.

c. Content – The Contractor shall provide the name, telephone number (JSC extension), location, and the name of the organization the employee supports for each contractor employee working on-site at JSC.

d. Format – Contractor's electronic format is acceptable.

e. Frequency of submission:

i. Initial- Required for all contract employees prior to contract start date
ii. Frequency – As necessary to meet 100% for all employees

f. Distribution: Distribution specified below plus additional distribution per Contracting Officer's Letter

i. Initial – Contracting Officer, COTR, 1 electronic copy as per CO direction
ii. Frequency – Contracting Officer, COTR, 1 electronic copy as per CO direction
iii. Updates – As required by the Contracting Officer

g. Maintenance – Revision shall be accomplished by complete reissue.

ATTACHMENT J-5, TASK ORDER STATEMENTS OF WORK

TASK ORDER 1 (TO 1)
PROCUREMENT POLICY AND SYSTEMS OFFICE

WBS 1.0 PROCUREMENT DATA MANAGEMENT

1.1 Synopsis and Solicitation Verification

The Contractor shall perform review and editorial updates of pre-award synopses and solicitations (including amendments) and post these documents to the NASA Electronic Posting System (EPS) for uploading to FedBizOps and the NASA Acquisition Internet Service (NAIS). Documents not meeting posting requirements shall be returned to the originator for correction. **[Performance Metric: Posting or return for correction shall occur within 4 business hours of receipt of documents meeting review requirements. Posted documents shall comply with current NASA and JSC regulatory requirements and guidelines for content, format, and completeness.]**

The Contractor shall archive JSC solicitations and synopses posted via EPS unless advised differently by the Contracting Officer or Contract Specialist responsible for the solicitation or synopsis. The Contractor shall maintain the ability to perform searches for and retrieval of archived documents. **[Performance Metric: Archiving shall occur within 5 business days of document expiration date.]**

The Contractor shall participate in NAIS activities, including teleconferences and videoconferences, as necessary, in order to maintain current knowledge of NAIS systems. The Contractor shall be designated as a NAIS team member and a JSC Super-User, and shall perform all pertinent activities associated with that function. The Contractor shall participate in ad-hoc projects, teams, or NAIS review activities as they may arise, occasioned by JSC or by the NASA-wide NAIS community. The Contractor shall receive reports of awarded procurements, and post those via the EPS as post-award notices. The Contractor shall routinely assess award reports in the Federal Procurement Data System—Next Generation (FPDS-NG) and initiate post-award notification preparation activities as required with the cognizant Contracting Officer/Contract Specialist. **[Performance Metric: Post-award notices shall be published via EPS within 3 business days of receipt of complete post-award notice information from the cognizant Contracting Officer/Contract Specialist.]**

1.2 Procurement Data Entry and Database Management

The Contractor shall provide the data entry and database management support described below, and shall develop and maintain a Standard Operating Procedures (SOP) Manual which describes the processes for performing data entry and for validating/verifying the procurement data systems contents.

The Contractor shall serve as the central receiver of Purchase Requests (PR's) in the Contract Management Module (CMM), accept those PR's, and forward them to the appropriate Team Lead in the appropriate Office of Procurement organization.

The Contractor shall issue solicitation and contract identification numbers as required and maintain a log cross-referencing procurement organizations and identification numbers.

The Contractor shall manage and perform the procurement data entry function for both CMM and FPDS-NG. The Contractor shall review CMM contract actions, acquire information as necessary, and post contract actions to FPDS-NG. The Contractor shall perform the necessary

editing, verification, reconciliation, and error correction of data in these procurement systems. Upon contract closeout, the Contractor shall enter accession numbers, physically-complete dates, and other pertinent information in FPDS-NG. The Contractor shall perform the data verification/validation activities outlined in JSC's Data Quality Plan, and shall use and/or comply with the methodologies established by NASA Headquarters in so doing. **[Performance Metric: The data for JSC contract actions in FPDS-NG shall comply with federal standards, promulgated by the Office of Management and Budget and by NASA Headquarters, for data accuracy.]**
The Contractor shall maintain expertise and cognizance over the procurement data systems utilized at JSC, including CMM, SAP, and FPDS-NG and their linked systems and serve as the primary point of contact for coordination of data systems at JSC. The Contractor shall interface with the local systems maintenance contractor and with procurement systems personnel at NASA Headquarters, the NASA Enterprise Architecture Competency Center (NEACC), and the Marshall Space Flight Center concerning NASA data systems issues and status. The Contractor shall review proposed new software releases and configuration changes. The Contractor shall interface with the contractor responsible for managing changes and configuration of the FPDS-NG system, and shall initiate and status corrective actions as necessary. The Contractor shall maintain access to and expertise in JSC legacy data systems and maintain the ability to utilize those systems for data verification and for ad-hoc reporting. The Contractor shall perform and support the procurement reporting function at JSC, including providing both "canned" system reports and ad-hoc reports and analyses as necessary. **[Performance Metrics: 1) Data accuracy of FPDS-NG shall comply with the level specified by OMB, and verification/validation activities shall comply with the JSC Data Quality Plan and the methodologies established by the NASA FAR Supplement. 2) Data entry of contract awards, contract modifications which change contract value and/or funding and/or period of performance shall be completed within 3 working days after receipt of the input sheet, source documents, and other required data.**

1.3 Contract Action Filing and Maintenance
The Contractor shall process and maintain files and logs of source documentation, including contract files and modifications, received for data entry and database maintenance.

WBS 4.0 JSC BANKCARD PROGRAM IMPLEMENTATION

The Contractor shall implement the NASA Purchase Card Program ("Bankcard") at JSC. The Contractor shall perform day-to-day management of the Bankcard program, including processing of new bankcard holders and approvers; providing support and assistance relative to ordering and reconciliation processes; providing basic and refresher training for approvers and cardholders as needed; performing required monthly functions including purchase validation, approvals, and reconciliation; performing audits to ensure compliance with bankcard procedures and requirements; and maintenance of records and files regarding the bankcard program. The Contractor shall ensure that all aspects of the NASA and JSC bankcard guidelines are adhered to, and shall comply with requirements regarding internal control processes for the bankcard program. The Contractor shall provide ad-hoc analyses, reports, and briefings related to the bankcard program and/or general procurement data regarding JSC contracts. The Contractor shall serve as a primary point of contact at JSC for the NASA bankcard team, and shall attend such training as may be required to maintain cognizance of, expertise in, and knowledge of the bankcard contractor systems and the NASA bankcard system and their interfaces, including procurement data systems such as CMM, SAP, and FPDS-NG. The Contractor shall provide customer service in the form of responses to day-to-day queries and requests for assistance on the part of JSC cardholders. **Performance Metrics: 1) Reconciliation of JSC monthly**

purchases is timely 100% of the time. 2) Cardholder audit activities are conducted in compliance with the NASA guidelines for purchase card program internal controls.

Training

The Contractor shall provide and deliver training and/or coaching, as requested, to the Office of Procurement personnel, in its activities performed under this contract.

TASK ORDER 2 (TO 2)
INTERNATIONAL SPACE STATION (ISS) PROCUREMENT OFFICE

WBS 2.0 Program Contract Administration Support

2.1 ISS Contract Correspondence Management

The Contractor shall perform the administrative functions necessary to manage contract-related correspondence for the International Space Station procurement office following the internal procedures of that office. In general, the Contractor shall date-stamp all correspondence and contract-related documents upon receipt. The Contractor shall enter correspondence data and link electronic copies into the Space Program Integrated Contract Environment (SPICE) data system. The Contractor shall forward correspondence to the appropriate contracting officer, and shall contact the assigned Change Engineer to accept copies of incoming proposals.

The Contractor shall file all documents according to the locations outlined in the file dictionary and in compliance with NASA filing and records management standards. **[Performance Metric: Incoming documents shall be logged and forwarded to the appropriate recipients (Contracting Officer and Change Engineer) within 8 working hours of receipt.]**

2.2 ISS Contract and Database Configuration Control

The Contractor shall maintain and update conformed contracts with approved modifications. The Contractor shall enter Space Station Change Numbers (SSCN) into the contract database. The Contractor shall enter contract modification information from approved modifications and link electronic copies into the database. (Contract modifications include supplement agreements, change orders, delivery orders, and administrative and funding modifications.) The Contractor shall update the database with contract modification information and status as submittals are received or actions completed (e.g., proposals, technical evaluations, document distribution, etc.). The Contractor shall update the File Dictionary with new file locations as assigned by the TMR. The Contractor shall enter invoice and award fee data into the database, and link electronic documents as applicable. The Contractor shall enter property and facility reporting information into the database, including DD250's, DD290's, DD1149's, and other reporting forms. The Contractor shall verify contract value and funding, invoice totals, contract modification data, and the conformed contract for accuracy and completeness. **[Performance Metrics: 1) The database will be updated for contract modification status within 1 working day of receipt of action completion or information submittal. 2) The conformed contract is updated within 1 working day of execution of a contract modification.]**

2.3 ISS Contract Analysis and Administration Support

The Contractor shall perform the complete range of procurement-related tasks in support of the preparation and execution of contract modifications. These support tasks include performing, under the direction of the assigned Contracting Officer, the analytical work (including development of complex Excel spreadsheets to perform detailed cost and price analysis on assigned contract actions using FAR guidance, coordination with DCMA and DCAA on forward pricing rate agreements, audits, and other functions, contract and procurement research, and presentation/briefing packages) necessary to develop the file documentation contemplated by the FAR and NASA FAR Supplement for contracts and contract modifications. The Contractor shall develop necessary file documentation utilizing the internal processes and requirements of

the ISS Procurement Office. Such documentation includes spreadsheets and other documents as necessary to document, organize, and summarize the history of all contract actions, to include for each contract modification such identifying data as: the associated Space Station Change Notices (SSCNs), Space Station Change Memo Revisions, Contract Change Orders (CCO), dollar amounts of cost/fee or price by contract modification and in cumulative, quantities, etc. and other pertinent information as needed. The Contractor shall prepare a Supplemental Agreement (S/A) changes document which shows for each S/A, and subcategorized by each individual SSCN, all changes to the SOW, Data Requirements Documents (DRD), Applicable Document Lists, Deliverable Items Lists, Government-Furnished Equipment or Government-Furnished Data lists, terms and conditions, and other areas of the contract . The Contractor shall review the SPICE database for all SSCN's associated with the CCO's incorporated by the S/A, and prepare and maintain up to date a spreadsheet cross-referencing these three types of documents, including all applicable CCO numbers. The Contractor shall coordinate with the cognizant Contracting Officer during the course of this effort. After the S/A changes documentation is prepared, the Contractor shall email the summary documentation to the cognizant technical reviewer, and make any necessary corrections. The Contractor shall prepare the contract S/A incorporating the approved changes, consistent with procurement regulations and the style/format of the ISS Procurement Office.

The Contractor shall prepare the consolidated file in support of contract modifications, including accessing and filing copies of the applicable CCO's, the Prenegotiation Position Memorandum and the Price Negotiation Memorandum, and other required documentation as indicated by the NASA Form 1098 or by regulation or policy. The Contractor shall utilize and prepare the NASA Form 1098 or current equivalent as a contract file checklist. The completed file shall be provided to the Contracting Officer in support of execution of the S/A. If all required ISSP Contractor certifications in support of S/A execution have not been received, the Contractor shall notate the file that the S/A should not be executed by the Contracting Officer until such certifications are received. If required updates to other documents such as Government Furnished Equipment, Government Furnished Data, Deliverable Items Lists, etc., are incomplete, the Contractor shall similarly notate the contract S/A file. When the S/A is ready for final review/signature, the Contractor shall email the S/A to the point of contact for the prime contractor for review and signature after coordination with the Contracting Officer. The final step is review and signature by the Contracting Officer, upon completion of which the Contractor shall complete distribution and posting of the modification in accordance with JSC and ISS policy and work instructions.

The Contractor shall prepare the file folders and supporting documentation for "under-limit" and administrative contract modifications, consistent with applicable procurement regulations and with the practices and work instructions used by the ISS Procurement Office.

The Contractor shall assist in, or perform, such data-gathering and analysis activities as may be required to support ad-hoc assignments such as Freedom of Information Act (FOIA) requests, status reports, and other requests for information related to the ISS procurement function.

TASK ORDER 3 (TO 3)
PROJECTS and INSTITUTIONAL PROCUREMENT OFFICES

WBS 3.0 General Contract Administration Support

For the Projects and Institutional Procurement Offices, the Contractor shall perform the range of contract pre- and post-award administration for JSC procurement vehicles, in compliance with applicable procurement regulations, center policy, and office practices. In doing so, the Contractor shall utilize procurement data systems, including, but not limited to, CMM, SAP, FPDS-NG, and the electronic subcontracting reporting system (eSRS), as well as local-office databases and informal information systems, as applicable. Procurement vehicles which will be administered include contracts, grants, intergovernmental orders, purchase orders, and cooperative agreements. The typical range of administrative activities will include the following:

3.1 Pre-Award Administration

The Contractor shall perform activities such as market research, the gathering of vendor quotes, preparation of presentation/briefing packages, preparation of draft solicitation documents and associated attachments and reference documents, gathering and assembly of documentation and/or reviews (such as technical evaluations, audit reports, etc.) from sources external to the procurement office, preparation of summary documents such as vendor quote comparisons, proposal compliance matrices, recitations of past performance ratings, etc., compilation of required documentation into procurement files which comply with applicable agency and local procurement regulations and practices, and completion of documentation and administrative associated with contract award and record entry into procurement data systems. The Contractor shall also perform analytical activities, such as quote comparisons, pricing analysis to support the development of Government negotiation positions, memoranda to document the conduct of negotiations and/or the settlement of claims, disputes, disagreements, and other contract adjustments, and similar and related work for review and utilization by the Contracting Officer.

3.2 Post-Award Administration

The Contractor shall perform activities such as preparation of funding and deobligation modifications, IDIQ orders, contract changes, and other unilateral and bilateral modifications of procurement instruments, along with supporting file documentation. The Contractor shall perform general administration of both large-dollar-value and small-dollar-value procurement instruments, including the following tasks:

- Analysis of contract issues, queries, or facts, and the documentation of that assessment in memoranda prepared for the Contracting Officer, the JSC legal office, or other reviewers.
- Pricing analysis, incorporating the results of technical, audit, and other reviews, in support of contract modifications
- Coordination of reviews by the Department of Labor, the Defense Contract Audit Agency, the Defense Contract Management Agency, or other reviewing entities, and tracking of the results and resolution of any resulting findings.
- Performance of the day-to-day surveillance of assigned contracts, including monitoring of socioeconomic subcontracting and review of electronic reports, and the monitoring of cost/schedule/technical performance. The Contractor will, upon coordination with the assigned Contracting Officer, take appropriate action in areas such as vendor requests for amendments or clarifications of contract terms or specifications. The Contractor will

prepare contract correspondence as required to address requests and issues such as rent-free property use, audit requests, waivers, etc.; such correspondence will be provided to the procurement office secretarial staff for review prior to submittal to the Contracting Officer. The Contractor will advise the Contracting Officer on the need for any corrective action by the Government or the prime Contractor relative to performance of a contract, and will prepare, initiate, conduct, or monitor such corrective action as directed by the Contracting Officer.

- Management of invoicing and payments on assigned contracts, including securing appropriate technical and Contracting Officer approvals of invoice payments, tracking invoice payment/status in the AWMS data system, and resolving problems or issues as necessary to ensure that invoices are paid properly under assigned contracts.
- Performance of other required tasks, as they may occur, associated with the administration of assigned contracts.
- Preparation of contract files for contract closeout and transfer to the closeout office, pursuant to JSC policies.

3.3 General Contract Administration

The Contractor shall perform normal contract file documentation maintenance, such as maintaining configuration control on contract documents (which may include a conformed contract); maintaining internal records on contract values, funding levels, invoiced amounts, task order and delivery order issuance and completion; maintaining correspondence and contract files compliant with procurement regulations and local policy; distribution and management of records related to assigned contracts; and coordination with procurement office personnel on shared work files and practices. The Contractor shall support data-gathering in response to FOIA requests and ad-hoc requests for information. The Contractor shall ensure that procurement data systems (CMM, FPDS-NG, SAP, and eSRS) information regarding assigned contract actions are current and accurate, and shall coordinate with data entry and/or other personnel as required.

[Performance Metrics: 1) Invoices on assigned contracts are processed for approval by the Contracting Officer and other required approvers (e.g., the Contracting Officer's Technical Representative) on a timely basis. 2) Off-nominal contract performance, with respect to schedule, technical, cost, or socioeconomic subcontracting performance is detected and the Contracting Officer apprised within 5 working days of the necessary information being providing by the performing contractor. 3) Failure on the part of the performing contractor to submit required reports in the conduct of contract performance is detected and the Contracting Officer apprised within 5 working days of the due date of such reporting requirement. 4) Complete and orderly contract file is maintained at all times, including a conformed contract document if required by the Contracting Officer, and all pertinent up-to-date documents can be located within 4 working hours of request.]

ATTACHMENT J-6, U.S DEPARTMENT OF LABOR WAGE DETERMINATION

STANDARD FORM 98
Rev. Feb. 1973

U.S. DEPARTMENT OF LABOR

EMPLOYMENT STANDARDS ADMINISTRATION

NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE
(Instructions on Reverse)

1. NOTICE NO.
NASA 75795

MAIL TO:

Administrator
Wage and Hour Division
U.S. Department of Labor
Washington, D.C. 20210

2. Estimated solicitation date *(use numerals)*

Month	Day	Year
08	30	2010

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

Month	Day	Year
09	30	2010

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

Month	Day	Year
03	02	2011

5. PLACE(S) OF PERFORMANCE
Harris, TX

6. SERVICES TO BE PERFORMED *(describe)*
Procurement Office Support

7. INFORMATION ABOUT PERFORMANCE

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

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

a. Name and address of incumbent contractor	b. Number(s) of any wage determination(s) in incumbent's contract
Anadarko Industries 17625 El Camino Real, Suite 410	2005-2516
Houston, TX 77058	

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

9. OFFICIAL SUBMITTING NOTICE

SIGNED:	DATE
TYPE OR PRINT NAME	TELEPHONE NO.
Stacy Houston	(281) 483-9649

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

National Aeronautics and Space Administration
2101 NASA Parkway
Houston, TX 77058

RESPONSE TO NOTICE
(by Department of Labor)

A. [ ] The attached wage determination(s) listed below apply to procurement.

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

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

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

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

_____
(Date)

98-103

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. 75795

12. CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT	13. NUMBER OF EMPLOYEES IN EACH CLASS	14. HOURLY WAGE RATE THAT WOULD BE PAID IF FEDERALLY EMPLOYED
General Clerk III (GS-4)	5	b4
Secretary III (GS-6)	3	

GS-201

WD 05-2516 (Rev.-13) was first posted on www.wdol.gov on 06/22/2010
****

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
|
| Wage Determination No.: 2005-2516
Shirley F. Ebbesen Division of | Revision No.: 13
Director Wage Determinations| Date Of Revision: 06/15/2010
|

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	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.98
01012 - Accounting Clerk II		16.82
01013 - Accounting Clerk III		18.82
01020 - Administrative Assistant		25.91
01040 - Court Reporter		21.79
01051 - Data Entry Operator I		13.24
01052 - Data Entry Operator II		14.45
01060 - Dispatcher, Motor Vehicle		15.96
01070 - Document Preparation Clerk		13.41
01090 - Duplicating Machine Operator		13.41
01111 - General Clerk I		11.88
01112 - General Clerk II		13.27
01113 - General Clerk III		14.90
01120 - Housing Referral Assistant		20.69
01141 - Messenger Courier		12.55
01191 - Order Clerk I		13.52
01192 - Order Clerk II		15.24
01261 - Personnel Assistant (Employment) I		15.43
01262 - Personnel Assistant (Employment) II		17.27
01263 - Personnel Assistant (Employment) III		19.25
01270 - Production Control Clerk		19.10
01280 - Receptionist		12.02
01290 - Rental Clerk		14.75
01300 - Scheduler, Maintenance		16.59
01311 - Secretary I		16.59
01312 - Secretary II		18.57
01313 - Secretary III		20.69
01320 - Service Order Dispatcher		15.16
01410 - Supply Technician		25.91
01420 - Survey Worker		17.79
01531 - Travel Clerk I		13.71
01532 - Travel Clerk II		14.81
01533 - Travel Clerk III		15.83
01611 - Word Processor I		14.29
01612 - Word Processor II		16.04
01613 - Word Processor III		17.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.76

05010 - Automotive Electrician	23.79
05040 - Automotive Glass Installer	21.96
05070 - Automotive Worker	21.96
05110 - Mobile Equipment Servicer	20.23
05130 - Motor Equipment Metal Mechanic	25.76
05160 - Motor Equipment Metal Worker	21.96
05190 - Motor Vehicle Mechanic	25.76
05220 - Motor Vehicle Mechanic Helper	19.40
05250 - Motor Vehicle Upholstery Worker	20.83
05280 - Motor Vehicle Wrecker	21.96
05310 - Painter, Automotive	23.79
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.06
07041 - Cook I	9.52
07042 - Cook II	10.88
07070 - Dishwasher	8.11
07130 - Food Service Worker	9.12
07210 - Meat Cutter	12.91
07260 - Waiter/Waitress	8.19
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.32
09040 - Furniture Handler	11.95
09080 - Furniture Refinisher	17.70
09090 - Furniture Refinisher Helper	14.58
09110 - Furniture Repairer, Minor	16.82
09130 - Upholsterer	18.32
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	8.82
11090 - Gardener	14.52
11122 - Housekeeping Aide	8.84
11150 - Janitor	8.84
11210 - Laborer, Grounds Maintenance	10.93
11240 - Maid or Houseman	7.96
11260 - Pruner	9.25
11270 - Tractor Operator	12.82
11330 - Trail Maintenance Worker	10.93
11360 - Window Cleaner	9.81
12000 - Health Occupations	
12010 - Ambulance Driver	15.00
12011 - Breath Alcohol Technician	15.64
12012 - Certified Occupational Therapist Assistant	23.69
12015 - Certified Physical Therapist Assistant	24.52
12020 - Dental Assistant	15.64
12025 - Dental Hygienist	32.93
12030 - EKG Technician	25.92
12035 - Electroneurodiagnostic Technologist	25.92
12040 - Emergency Medical Technician	15.00
12071 - Licensed Practical Nurse I	19.05
12072 - Licensed Practical Nurse II	21.32
12073 - Licensed Practical Nurse III	23.76
12100 - Medical Assistant	12.50
12130 - Medical Laboratory Technician	16.63
12160 - Medical Record Clerk	14.53
12190 - Medical Record Technician	16.57
12195 - Medical Transcriptionist	16.81
12210 - Nuclear Medicine Technologist	35.13
12221 - Nursing Assistant I	8.57
12222 - Nursing Assistant II	10.36

12223 - Nursing Assistant III		11.31
12224 - Nursing Assistant IV		12.69
12235 - Optical Dispenser		16.79
12236 - Optical Technician		15.29
12250 - Pharmacy Technician		19.18
12280 - Phlebotomist		13.30
12305 - Radiologic Technologist		26.70
12311 - Registered Nurse I		30.36
12312 - Registered Nurse II		38.37
12313 - Registered Nurse II, Specialist		38.37
12314 - Registered Nurse III		44.91
12315 - Registered Nurse III, Anesthetist		44.91
12316 - Registered Nurse IV		53.84
12317 - Scheduler (Drug and Alcohol Testing)		21.85
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		19.30
13012 - Exhibits Specialist II		24.74
13013 - Exhibits Specialist III		28.94
13041 - Illustrator I		19.30
13042 - Illustrator II		23.91
13043 - Illustrator III		30.12
13047 - Librarian		26.69
13050 - Library Aide/Clerk		10.84
13054 - Library Information Technology Systems Administrator		24.09
13058 - Library Technician		16.04
13061 - Media Specialist I		17.39
13062 - Media Specialist II		19.46
13063 - Media Specialist III		21.68
13071 - Photographer I		15.32
13072 - Photographer II		18.15
13073 - Photographer III		22.56
13074 - Photographer IV		27.49
13075 - Photographer V		33.07
13110 - Video Teleconference Technician		16.73
14000 - Information Technology Occupations		
14041 - Computer Operator I		17.31
14042 - Computer Operator II		19.37
14043 - Computer Operator III		21.59
14044 - Computer Operator IV		24.00
14045 - Computer Operator V		26.57
14071 - Computer Programmer I	(see 1)	26.04
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.31
14160 - Personal Computer Support Technician		24.00
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		33.08
15020 - Aircrew Training Devices Instructor (Rated)		40.02
15030 - Air Crew Training Devices Instructor (Pilot)		47.98
15050 - Computer Based Training Specialist / Instructor		33.08
15060 - Educational Technologist		29.23
15070 - Flight Instructor (Pilot)		47.98
15080 - Graphic Artist		26.72
15090 - Technical Instructor		22.43
15095 - Technical Instructor/Course Developer		27.43
15110 - Test Proctor		18.43
15120 - Tutor		18.43

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.40
16030 - Counter Attendant	9.40
16040 - Dry Cleaner	12.06
16070 - Finisher, Flatwork, Machine	9.40
16090 - Presser, Hand	9.40
16110 - Presser, Machine, Drycleaning	9.40
16130 - Presser, Machine, Shirts	9.40
16160 - Presser, Machine, Wearing Apparel, Laundry	9.40
16190 - Sewing Machine Operator	12.79
16220 - Tailor	13.75
16250 - Washer, Machine	10.32
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.71
19040 - Tool And Die Maker	23.23
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.25
21030 - Material Coordinator	19.46
21040 - Material Expediter	19.46
21050 - Material Handling Laborer	12.26
21071 - Order Filler	11.47
21080 - Production Line Worker (Food Processing)	13.25
21110 - Shipping Packer	14.60
21130 - Shipping/Receiving Clerk	14.60
21140 - Store Worker I	11.34
21150 - Stock Clerk	16.06
21210 - Tools And Parts Attendant	13.58
21410 - Warehouse Specialist	13.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.47
23021 - Aircraft Mechanic I	28.07
23022 - Aircraft Mechanic II	29.47
23023 - Aircraft Mechanic III	30.94
23040 - Aircraft Mechanic Helper	21.98
23050 - Aircraft, Painter	25.61
23060 - Aircraft Servicer	24.44
23080 - Aircraft Worker	25.76
23110 - Appliance Mechanic	18.61
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	25.34
23130 - Carpenter, Maintenance	19.71
23140 - Carpet Layer	18.45
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	21.28
23182 - Electronics Technician Maintenance II	23.89
23183 - Electronics Technician Maintenance III	25.10
23260 - Fabric Worker	17.17
23290 - Fire Alarm System Mechanic	19.95
23310 - Fire Extinguisher Repairer	15.88
23311 - Fuel Distribution System Mechanic	20.96
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	18.08
23380 - Ground Support Equipment Mechanic	28.07
23381 - Ground Support Equipment Servicer	24.44
23382 - Ground Support Equipment Worker	25.76
23391 - Gunsmith I	15.88
23392 - Gunsmith II	18.45
23393 - Gunsmith III	20.81
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.04
23411 - Heating, Ventilation And Air-Conditioning Mechanic (Research Facility)	21.95

23430 - Heavy Equipment Mechanic	19.79
23440 - Heavy Equipment Operator	19.26
23460 - Instrument Mechanic	25.87
23465 - Laboratory/Shelter Mechanic	19.71
23470 - Laborer	11.04
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	24.33
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	14.94
23591 - Metrology Technician I	25.87
23592 - Metrology Technician II	26.99
23593 - Metrology Technician III	28.14
23640 - Millwright	21.53
23710 - Office Appliance Repairer	18.99
23760 - Painter, Maintenance	18.99
23790 - Pipefitter, Maintenance	21.38
23810 - Plumber, Maintenance	20.88
23820 - Pneudraulic Systems Mechanic	20.81
23850 - Rigger	20.81
23870 - Scale Mechanic	18.45
23890 - Sheet-Metal Worker, Maintenance	19.95
23910 - Small Engine Mechanic	18.08
23931 - Telecommunications Mechanic I	23.89
23932 - Telecommunications Mechanic II	24.95
23950 - Telephone Lineman	25.52
23960 - Welder, Combination, Maintenance	20.27
23965 - Well Driller	20.81
23970 - Woodcraft Worker	20.81
23980 - Woodworker	15.04
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	13.27
24610 - Chore Aide	7.35
24620 - Family Readiness And Support Services Coordinator	13.83
24630 - Homemaker	16.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	18.70
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	14.58
25210 - Water Treatment Plant Operator	18.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.14
27007 - Baggage Inspector	11.56
27008 - Corrections Officer	19.62
27010 - Court Security Officer	21.18
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	19.62
27070 - Firefighter	20.41
27101 - Guard I	11.56
27102 - Guard II	17.90
27131 - Police Officer I	24.19
27132 - Police Officer II	26.88
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.63
28042 - Carnival Equipment Repairer	12.36
28043 - Carnival Equipment Worker	8.51
28210 - Gate Attendant/Gate Tender	13.90
28310 - Lifeguard	12.38
28350 - Park Attendant (Aide)	15.55
28510 - Recreation Aide/Health Facility Attendant	11.35

28515 - Recreation Specialist	17.83
28630 - Sports Official	12.38
28690 - Swimming Pool Operator	17.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.12
29020 - Hatch Tender	20.12
29030 - Line Handler	20.12
29041 - Stevedore I	18.72
29042 - Stevedore II	21.50
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.81
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.63
30021 - Archeological Technician I	21.56
30022 - Archeological Technician II	25.47
30023 - Archeological Technician III	30.62
30030 - Cartographic Technician	30.62
30040 - Civil Engineering Technician	30.03
30061 - Drafter/CAD Operator I	21.56
30062 - Drafter/CAD Operator II	24.71
30063 - Drafter/CAD Operator III	27.56
30064 - Drafter/CAD Operator IV	33.10
30081 - Engineering Technician I	20.02
30082 - Engineering Technician II	22.48
30083 - Engineering Technician III	25.15
30084 - Engineering Technician IV	31.09
30085 - Engineering Technician V	38.65
30086 - Engineering Technician VI	46.10
30090 - Environmental Technician	29.96
30210 - Laboratory Technician	23.56
30240 - Mathematical Technician	30.62
30361 - Paralegal/Legal Assistant I	22.52
30362 - Paralegal/Legal Assistant II	27.90
30363 - Paralegal/Legal Assistant III	34.12
30364 - Paralegal/Legal Assistant IV	41.27
30390 - Photo-Optics Technician	30.62
30461 - Technical Writer I	23.21
30462 - Technical Writer II	28.38
30463 - Technical Writer III	34.93
30491 - Unexploded Ordnance (UXO) Technician I	25.63
30492 - Unexploded Ordnance (UXO) Technician II	31.01
30493 - Unexploded Ordnance (UXO) Technician III	37.17
30494 - Unexploded (UXO) Safety Escort	25.63
30495 - Unexploded (UXO) Sweep Personnel	25.63
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	26.35
30621 - Weather Observer, Senior (see 2)	30.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.88
31030 - Bus Driver	17.06
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	9.17
31290 - Shuttle Bus Driver	15.28
31310 - Taxi Driver	11.54
31361 - Truckdriver, Light	15.28
31362 - Truckdriver, Medium	18.98
31363 - Truckdriver, Heavy	20.32
31364 - Truckdriver, Tractor-Trailer	20.32
99000 - Miscellaneous Occupations	
99030 - Cashier	10.01
99050 - Desk Clerk	11.72
99095 - Embalmer	23.71

99251 - Laboratory Animal Caretaker I	9.83
99252 - Laboratory Animal Caretaker II	10.71
99310 - Mortician	26.44
99410 - Pest Controller	15.80
99510 - Photofinishing Worker	12.62
99710 - Recycling Laborer	16.46
99711 - Recycling Specialist	20.06
99730 - Refuse Collector	14.67
99810 - Sales Clerk	12.66
99820 - School Crossing Guard	10.96
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	12.00
99841 - Vending Machine Repairer	14.41
99842 - Vending Machine Repairer Helper	12.31

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 $3.50 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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer

industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (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 ordance, 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 ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form1444 (SF 1444)}

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(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.

6) The contractor informs the affected employees.

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

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