

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9	PAGE 1 OF 406 136
2. CONTRACT NO. NNJ13TA03B	3. SOLICITATION NO. NNJ12414367R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 06/26/2012	6. REQUISITION/PURCHASE NO. 4200414367	
7. ISSUED BY NASA/Johnson Space Center Attn: Geraldine B. Mason/BT 2101 NASA Parkway Office Houston, TX 77058-3696		CODE BT	8. ADDRESS OFFER TO (If other than Item 7) (Refer to Section L.9 of this solicitation)		

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 Sections L.9 and L.14.2.

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Anna Carter	B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE NUMBER EXT. 281 483-1869	C. EMAIL ADDRESS jsc-mpic@mail.nasa.gov
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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **270** calendar 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	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
(See Section I, clause No. 52-232-8)	N/A %	N/A %	N/A %	N/A %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION).	AMENDMENT NO	DATE	AMENDMENT NO	DATE
	1	07/17/2012	3	08/03/2012
For offerors and related documents numbered and dated:	2	07/27/2012	4	10/29/2012

15. NAME AND ADDRESS OF OFFEROR ARES Technical Services Corporation 1440 Chapin Ave., Ste. 390, Burlingame CA 94010	CODE 6G1C8	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) William Vantine, President
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15B. TELEPHONE NO. (Include area code) (650) 401-7100	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE	17. SIGNATURE <signature on file>	18. OFFER DATE 12/12/2012
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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 <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN: (4 copies unless otherwise specified)	ITEM G.3 (G.4 Phase-In Only)
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) Geraldine B. Mason	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE	

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

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	DRD MPIC-PM-05: Organizational Conflict of Interest Avoidance Plan	
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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or 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 CONTRACT TYPE

The Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) is a Cost-Plus-Fixed-Fee (CPFF) contract with an Indefinite Delivery/Indefinite Quantity (IDIQ) ordering mechanism. The phase-in effort is Firm-Fixed Price.

(End of clause)

B.3 IDIQ MAXIMUM AND GUARANTEED MINIMUM QUANTITY OF WORK

The guaranteed minimum contract value is \$100,000. The maximum value that can be ordered under IDIQ provisions of this contract is \$49,000,000. This amount includes the value of all work performed under the contract.

If over the life of the contract, the Government orders services in excess of the minimum but not up to the maximum, this circumstance shall not constitute a basis for an equitable adjustment.

(End of clause)

B.4 CONTRACT VALUE

The total contract value is determined as follows.

	Contract Value
Phase-In Firm Fixed Price	(b) (4)
Estimated IDIQ Cost	
IDIQ Fixed Fee	
IDIQ Cost and Fee	
TOTAL CONTRACT VALUE	\$19,960,041

(End of clause)

B.5 1852.216-74 ESTIMATED COST AND FIXED FEE (DECEMBER 1991)

The estimated cost of this contract is (b) exclusive of the fixed fee of (b). The total estimated cost and fixed fee is (b).

(End of clause)

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance to be negotiated at time of the first task order.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

(End of clause)

B.7 RATE TABLE FOR PRICING TASK ORDERS

These pre-defined rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

Fully Burdened Labor Rates – Cost Reimbursable

IDIQ Cost Plus Fixed Fee Rate per Hour Table

(All labor rates are fully burdened exclusive of prime contractor fee)

[Offeror to fill in labor rates in the table below]

Standard Labor Category	Contract Year 1 Rate	Contract Year 2 Rate	Contract Year 3 Rate	Option 1 Rate	Option 2 Rate
	(04/01/13 - 09/30/13)	(10/1/13 - 09/30/14)	(10/01/14 - 09/30/15)	(10/01/15 - 09/30/16)	(10/01/16 - 09/30/17)
Program Manager	(b) (4)				
Manager					
Analyst 1					
Analyst 2					
Analyst 3					
Business Specialist 1					
Business Specialist 2					
Business Specialist 3					

Business Specialist 4
Engineer 1
Engineer 2
Engineer 3
Engineer 4
Information Technology 1
Information Technology 2
Information Technology 3
Other Technical
Secretary
*Other-fill in below
**Rate(s) to be applied to Non-Labor Resources (Materials, Travel, Training, and ODCs)
Not to Exceed (NTE) Fixed Fee Rate (%) - (b) (4)
Not to Exceed (NTE) Fixed Fee Rate (%) - (b) (4)

*Propose additional Labor Categories that cannot be logically mapped into any of the Standard Labor Categories above. Provide a job description and qualifying education and experience for all additional labor categories.

**Identify rates to be applied to non-labor resources (i.e. material, travel). Identify the rates and basis of application.

B. Fixed Fee

The offeror shall propose a fee commensurate with the type of work authorized under the resultant contract. Taskorders issued under the resultant contract shall not exceed the originally proposed fee.

(End of clause)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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INTRODUCTION AND SCOPE

The requirements defined in Section C are to support the Multi-Purpose Crew Vehicle (MPCV) Program Office at NASA Johnson Space Center (JSC) in Houston, Texas. The contractor provides 1) products and professional services to the Program Planning and Control Office, 2) systems engineering and integration services to the Vehicle Integration Office and the Crew and Service Module Office, and to the Test and Verification function performed by multiple Offices, and 3) product support to the Communication and Education Outreach Office. Contractor work includes the integration of Program Office functions performed at Prime Contractor, NASA Center and Partner locations. The MPCV Prime Contractor is Lockheed Martin. A list of the Prime contractor's major subcontractors and a list of current NASA Center suppliers are provided in the MPCV Program Plan, identified in Attachment J-1. Currently, there are no Partners.

The MPIC contractor utilizes office space, tools and systems at JSC provided by the Government; however, travel to other locations of Program activity is required.

The Statement of Work (SOW) follows the organization and numbering scheme of the MPCV Program Work Breakdown Structure (WBS), identified in Attachment J-1.

1.1 PROGRAM MANAGEMENT

Program Management is comprised of MPCV Program Office integration, MPIC contract management, administration and safety and health, and the MPCV Program Planning and Control function. The contractor shall perform the work necessary to provide the products and services identified in Sub-sections 1.1.1 and 1.1.2 below.

1.1.1 Integration, Management and Administration

A. Program Office Integration

The contractor shall identify the interrelationships between the work performed by individual Program Office organizations, and manage related and interdependent work to assure integration of effort across the Program Office, the Prime Contractor, Non-Prime Suppliers and Partners.

B. Contract Management

1. The contractor shall provide an MPIC Management and Staffing Plan in accordance with DRD MPIC-PM-01.
2. The contractor shall provide a Phase-In Plan in accordance with DRD-MPIC-PM-02.
3. The contractor shall provide a Closeout Plan in accordance with DRD MPIC-PM-03.
4. The contractor shall provide a Total Compensation Plan in accordance with DRD MPIC-PM-04.
5. The contractor shall provide an Organizational Conflict of Interest Avoidance Plan in accordance with DRD MPIC-PM-05.

6. The contractor shall provide Government access to the contractor's plans, procedures, and processes that are used in support of the MPIC contract.

C. Contract Administration

1. The contractor shall develop, implement, and maintain a contract financial system to track resources by the MPIC WBS Elements and by elements of cost such as labor, overhead, other direct cost and indirect costs.
2. The contractor shall provide NF 533 Cost Reporting in accordance with DRD MPIC-BM-01. Reporting shall be to the third level for all WBS Elements with the exception of WBS 1.6, which shall be reported at the fourth level.
3. The contractor shall provide MPIC data supporting the Government budget process and other special requests for budget impacts, as requested. NASA will specify the format and content of the data.
4. The contractor shall provide Workforce Reporting in accordance with DRD MPIC-BM-02.

D. Contract Safety and Health

1. The contractor shall provide a Safety and Health Plan in accordance with DRD MPIC-SA-01.
2. The contractor shall provide an annual Safety and Health Program Self-Evaluation in accordance with DRD MPIC-SA-02.

Deliverables

The contractor shall deliver and maintain the following items described in Section J-2:

- DRD MPIC-PM-01: Management and Staffing Plan
- DRD MPIC-PM-02: Phase-In Plan
- DRD MPIC-PM-03: Close-Out Plan
- DRD MPIC-PM-04: Total Compensation Plan
- DRD MPIC-PM-05: Organizational Conflict of Interest Avoidance Plan
- DRD MPIC-BM-01: NF 533 Cost Reporting
- DRD MPIC-BM-02: Workforce Reporting
- DRD MPIC-SA-01: Safety and Health Plan
- DRD MPIC-SA-02: Safety and Health Program Self-Evaluation

1.1.2 MPCV Program Planning and Control

MPCV Program Planning and Control (PP&C) comprises three interdependent functions: Planning, Performance Management and Professional Services. Requirements from WBS Element 1.1.1, Management and Administration and from WBS Element 1.1.2, Business Operations for PP&C work are as follows.

1.1.2.1 PP&C Planning Function

- A. The contractor shall develop, operate and maintain the Planning Data Set as the Program repository for Planning Data Products in accordance with DRD MPIC-PC-01, Planning Data Set.
 - 1. The contractor shall assist with the development of the Program Baseline and Program Baseline Attributes, and store them in the Planning Data Set.
 - 2. The contractor shall develop Summary Master Schedule, Control Account Manager (CAM) and product schedules and Analysis Schedules as a time-sequenced network of tasks and dependencies identifying milestones, critical path, inter-dependencies, and risks, and store them in the Planning Data Set.
- B. The contractor shall maintain the MPCV Program Plan, and the WBS Tree and Data Dictionary and the list of technical requirements documents associated with the Program Baseline.
- C. The contractor shall assist with the development of technical, schedule and cost planning products for Program-to-Program activities in support of the Exploration Systems Development (ESD) Division integration of the MPCV, Space Launch System (SLS @ Marshall Space Flight Center) and Ground Systems Development and Operations (GSDO @ Kennedy Space Center) Programs.
- D. The contractor shall establish and maintain a cost and schedule estimating capability consistent with industry and NASA standards and methods that shall be used to perform and report assessments of Program performance. These data shall be used to assess Program alternatives, including but not limited to Estimates at Completion, Life Cycle Costs, trade studies, change requests and risk mitigations. All data products shall be stored in a Planning Data Set.
 - 1. The contractor shall perform strategic assessments of Program alternatives (i.e., 'what-ifs') and trades, as requested by the government.
 - 2. The contractor shall develop fiscal and year-end cost estimates as well as Life Cycle Cost (LCC) and Estimate at Completion (EAC) along with associated Joint Cost and Schedule Confidence Level (JCL) for identified Program Baselines, as requested by the Government.
 - 3. The contractor shall provide independent cost and schedule evaluations of change request and risk mitigation, as requested by the Government.
- E. The contractor shall operate MPCV Program implementation of the JSC Quality Management System (QMS) including but not limited to providing training, conducting management reviews and performing internal audits; participate in JSC audits; and report findings to Government personnel for determination and implementation of corrective action.
 - 1. The contractor shall be certified to either the ISO 9001 industry consensus standard for quality management or the AS9100 industry consensus standard for quality management.
 - 2. The contractor shall create and maintain records of MPCV implementation of the JSC QMS including as a minimum: training records, audit reports and corrective actions, and the minutes of management reviews.

3. The contractor shall maintain the MPCV Program Master List of Work Instructions, processes, and procedures in accordance with the JSC QMS Manual, JPR 1280.2.
 4. The contractor shall maintain an inventory of Program Records including but not limited to location, and manage records in accordance with NPR 1441.1.
- F. The contractor shall provide input to the annual Program Planning, Budget and Execution (PPB&E) submission, as requested by the Government.
1. The contractor shall establish and maintain the Performance Management Baseline used for EVM reporting and store in the Planning Data Set.
- G. Following PPB&E or as requested by the Government, the contractor shall assist with Program Baseline re-planning.
1. The contractor shall update Planning Data Products, as applicable.
 2. The contractor shall revise the Performance Management Baseline.
 3. The contractor shall participate in Integrated Baseline Reviews (IBR) for the Prime contractor and for Non-Prime suppliers, as requested by the Government.
- H. The contractor shall continually improve the processes used to perform the PP&C Planning function.
1. The contractor shall report improvement as part of JSC QMS implementation.
 2. The contractor shall recommend use of industry best practice and consensus standards to improve and maintain Planning work processes.
 3. The contractor shall evaluate and report cost-benefit for obtaining 3rd-Party certification to any industry best practice and consensus standard recommended.

Deliverables

The contractor shall deliver and maintain the following item described in Section J-2:

- DRD MPIC-PC-01: Planning Data Set

1.1.2.2 PP&C Performance Management Function

- A. The contractor shall develop, operate and maintain the Performance Data Set as the Program repository for Prime Contractor, Non-Prime Supplier and Partner delivered data reports, PP&C Functional Data Products and the results of integrated analysis in accordance with DRD MPIC-PC-02, Performance Data Set.
- B. The contractor shall capture performance data reported by the Prime contractor, Non-Prime Suppliers and Partners via Data Management and store in the Performance Data Set.

1. The contractor shall capture Supplier Data Reports in accordance with DRD MPIC-PC-02, Performance Data Set.
- C. The contractor shall identify performance information in Prime Contractor, Non-Prime Supplier and Partner briefings and presentations, extract technical, schedule and cost data, and input extracted information into the Performance Data Set.
- D. The contractor shall use data stored in the Planning and Performance Data Sets to develop technical, schedule and cost Functional Data Products in accordance with DRD MPIC-PC-03, Performance Measures, and store results in the Performance Data Set.
1. The contractor shall capture financial and workforce Functional Data Products from the Resource Management Office (RMO).
 2. The contractor shall determine and report current and forecast schedule variances and discrepancies between reported schedules and planned performance.
 3. The contractor shall track reported flight product development work accomplished per the Integrated Master Schedule (IMS) and identify, assess and report discrepancies and impacts.
 4. The contractor shall develop the Program Earned Value Management (EVM) using data reported by the Prime contractor and resource reports provided by the government; compare current with past performance; project future performance; and report results.
 5. The contractor shall use Prime Contractor, Non-Prime Supplier and Partner risk reports to maintain the Top Program Risk report.
 6. The contractor shall assess the continuing validity of assumptions and document impacts to Program technical, schedule, and cost performance.
- E. The contract shall forecast technical, schedule and cost performance, in accordance with DRD MPIC-PC-03, Performance Measures.
- F. The contractor shall obtain independent assessments of current and future Program performance--including but not limited to any provided by the Government, in accordance with DRD MPIC-PC-03, Performance Measures.
- G. The contractor shall perform an integrated analysis of Program performance to characterize current status and threats to near-term and long-term future status, make recommendations, and present results to the Program Manager, in accordance with DRD MPIC-PC-04.
- H. The contractor shall obtain feedback from the Program Manager on the content and format used to report the results of Integrated Analysis and incorporate it into subsequent product presentations.

- I. The contractor shall assist with the development of technical, schedule and cost performance products for Program-to-Program activities in support of the ESD Division's integration of the programs MPCV, SLS and GSDO.
- J. The contractor shall provide Data Packages for Agency Program Management reviews and for reviews by other NASA organizations, as requested by the government
 1. Program Life Cycle and Key Decision Point Reviews, including but not limited to related Standing Review Board, JSC Center Management Council and Agency Program Management Council reviews.
 2. Program reviews by NASA organizations (e.g., inspector General, and Aerospace Safety Advisory Panel) and external government agencies (e.g., Government Accountability Office).
- K. The contractor shall continually improve the processes used to perform the PP&C Performance Management function.
 1. The contractor shall report improvement as part of JSC QMS operation.
 2. The contractor shall recommend use of industry best practices and consensus standards to improve and maintain Performance Management work processes.
 3. The contractor shall evaluate and report cost-benefit for obtaining 3rd-Party certification to any industry best practice and consensus standard recommended.

Deliverables

The contractor shall deliver and maintain the following items described in Section J-2:

- DRD MPIC-PC-02: Performance Data Set
- DRD MPIC-PC-03: Performance Measures
- DRD MPIC-PC-04: Integrated Analysis

1.1.2.3 MPCV PP&C Professional Services Function

1.1.2.3.1 General

- A. The contractor shall continually improve the processes used to perform the PP&C Professional Services
 1. The contractor shall report improvement as part of JSC QMS operation.
 2. The contractor shall recommend use of industry best practices and consensus standards to improve and maintain the work processes used to provide Professional Services.
 3. The contractor shall evaluate and report cost-benefit for obtaining 3rd-Party certification to any industry best practices and consensus standard recommended.

- B. The contractor shall develop and report metrics that characterize volume and quality of services provided to end users, in accordance with DRD MPIC-PC-05, Professional Services.

1.1.2.3.2 Configuration Management

- A. The contractor shall perform configuration management services for the MPCV Program.
- B. The contractor shall provide administrative services for performing planning coordination, and execution of MPCV Program meetings, such as MPCV Program Office Control Boards, Panels, designated working groups, major Program reviews, Technical Interchange Meetings, ad hoc management meetings, action item tracking, and Program wide communications, as identified in the current version of the MPCV Program Plan, including but not limited to meeting facilitation, scheduling, room and IT logistical setup, action tracking, maintaining and distributing meeting minutes.

1.1.2.3.3 Data Management

- A. The contractor shall receive track, monitor, report, validate, evaluate, distribute, and store Program information, and contractor, supplier and Partner items delivered to the MPCV Program Office.
- B. The contractor shall identify, classify, archive, preserve, and destroy when appropriate the subset of information that comprises Program records, in accordance with NPR 1441.1 identified in Attachment J-1.

1.1.2.3.4 Risk Management

- A. The contractor shall assess risk content and facilitate coordination and integration at the Program level, including but not limited to administration of the Program risk system (Active Risk Manager, an operating tool identified in Attachment J-6).

1.1.2.3.5 Information Technology (IT) Management

- A. The contractor shall use the Johnson Space Center Information Resources Directorate (IRD) System for all MPCV Program IT needs and complete IT Service Request Forms as needed.
- B. The contractor shall develop, manage and maintain the MPCV Program Office website(s).
- C. The contractor shall provide IT assistance to assess end user issues and to determine appropriate resolutions, such as reporting issues to the appropriate NASA IT contractor, and replacing or repairing user-maintained items.
- D. The contractor shall manage and administer the NASA provided software available for employees use at home under NASA licensing agreements.
- E. The contractor shall manage the electronic equipment in MPCV Program Office's conference rooms and other common locations; coordinate repairs with NASA as appropriate; and maintain any organization's unique software.

- F. The contractor shall manage the NASA Property System (N-PROP) for the MPCV Program.
- G. The contractor shall utilize the NASA Integrated Collaborative Environment (ICE) identified in Attachment J-6.
- H. The contractor shall serve as the IT property custodian, maintaining the MPCV Program Office IT inventory, the shared equipment pool, and tracking the shared hardware and software equipment pool.

1.1.2.3.6 Security Management

- A. The contractor shall provide information technology security in conformity with NPD 1600.1 and NPR 1600.2, NASA Security Policy and Requirements, respectively.
- B. The contractor shall develop, maintain and provide Technology Protection products including but not limited to plans, requirements, threat assessments, reports, schedules, and security risks.
- C. The contractor shall provide physical security in conformity with NPR 1620.3, Physical Security Requirements for NASA Facilities and Property.
- D. The contractor shall coordinate with designated Program persons and Special Agents located at each participating NASA Center to support the performance of a counterintelligence function.
 - 1. A security clearance at the Top Secret level is required for any person performing this function.
- E. The contractor shall assist data originators and Designating Officials with the assessment of MPCV Program documentation to determine sensitivity and appropriate markings for export, and by interfacing with the JSC Export Services Team to export controlled items.
- F. The contractor shall perform a security validation visit annually with the Prime Contractor to ensure adherence to NPR 2810.
- G. The contractor shall serve as the Building Facility Manager or Alternate Facility Manager for the JSC building where the MPCV Program is housed, and coordinate with JSC Center Operations for reporting problems and for responding to emergencies.

1.1.2.3.7 Supplier Management

- A. The contractor shall participate in establishing and maintaining Agreements with NASA participating organizations.
- B. The contractor shall capture, analyze, track and report collateral costs for work performed for MPCV by NASA Center participating organizations.

Deliverables

The contractor shall deliver and maintain the following item described in Attachment J-2:

- DRD MPIC-PC-05: Professional Services

1.1.3 WBS Element 1.1.3, Deleted

1.1.4 WBS Element 1.1.4, Deleted

1.1.5 WBS Element 1.1.5, Deleted

1.1.6 WBS Element 1.1.6, Reserved

1.1.7 WBS Element 1.1.7, Deleted

1.1.8 WBS Element 1.1.8, Reserved

1.2 VEHICLE INTEGRATION (VI)

1.2.1 VI Management and Integration

1. Vehicle Integration Management

1. The contractor shall develop documentation, review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned by the government to resolve those issues associated with technical reviews, meetings, and integrated assessments for the Program.
2. The contractor shall develop documentation, review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned by the government to resolve those issues associated with technical reviews, meetings and technical assessments and integration in support of ESD Division for combined MPCV, Space Launch System and Ground Systems Development and Operations Program-To-Program work.
3. The contractor shall develop documentation, review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned by the government to resolve those issues associated with Program Change Requests.
4. The contractor shall provide planning, coordination, and review of products for programmatic and engineering reviews, such as Program Technical Review (PTR), Preliminary Design Review (PDR), Critical Design Review (CDR), and Design Certification of hardware and software.
5. The contractor shall perform planning and coordination for systems engineering and integration efforts (including task agreements) for the MPCV Program Vehicle Integration Office.
6. The contractor shall develop a process and disciplined approach to be used for assessing, documenting and tracing achievability of the emerging set of MPCV Program requirements (i.e., the assessment of whether the MPCV Program requirements suite can be fully realized in the current spacecraft design, as designs are updated).

7. The contractor shall maintain the MPCV Vehicle Integration Office documentation, such as the Document and Specification Tree, System Engineering Management Plan, Major Review Plans, and Operations Concept.
2. Administration for Vehicle Integration
 1. The contractor shall provide initial inputs for, identify any process improvements to, and document MPCV Program systems engineering processes, tools, metrics and training as assigned by the government.
 2. The contractor shall develop, document, and assist in training on an integrated process for conducting requirements achievability assessments, and ratings or rankings of impacts to an integrated vehicle.
 3. The contractor shall provide recommendations for development of MPCV Program technical metrics that are uniform, predictive, and objectively measurable.

1.2.2 Requirements Definition and Management

A. MPCV Program Vehicle Integration Requirements

1. The contractor shall develop products, reports, plans, and schedules that facilitate coordination of MPCV Program requirements analysis effort.
2. The contractor shall provide initial inputs, review, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned by the government associated with MPCV Program systems requirements.
3. The contractor shall perform analysis to determine the proper allocation and traceability of MPCV Program requirements.
4. The contractor shall review, analyze and report on MPCV Program requirements documents to ensure consistency between requirements in lower-level and higher-level requirements documentation, including requirements from ESD Division and other programs.
5. The contractor shall provide technical analyses of new requirements, develop supporting technical rational, and implement requirements as assigned by the government.
6. The contractor shall conduct special studies and review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned to resolve those issues associated with special studies for Vehicle Integration Requirements as assigned by the government.

1.2.3 Program Integration and Interfaces Management

A. Program Integration and Interfaces Management

1. The contractor shall provide technical leadership for Orion interface management.
2. The contractor shall analyze, document, and provide process improvement recommendations to Interface Requirements Documents (IRDs) and Interface Control Documents (ICDs).
3. The contractor shall conduct special studies and review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned to resolve those issues associated with special studies for Integration and Interface Management as assigned by the government.
4. The contractor shall develop and review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned to resolve those issues associated with Orion interface planning and definition.
5. The contractor shall evaluate designs and requirements as they evolve to identify interface issues.

1.2.4 Systems and Integrated Analysis

A. Vehicle Integration Performance

1. The contractor shall conduct special studies and review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned to resolve those issues associated with special studies related to integrated energy balance, mass properties, mission and time-line analysis, and spacecraft separation events for Vehicle Integration Performance as assigned by the government.
2. The contractor shall develop and design analysis tools for the MPCV Program and document architecture.
3. The contractor shall investigate, analyze, document, and report on systems engineering processes and tools for use in analyzing integrated vehicle performance.

1.2.5 Crew Service Module (CSM) Crew Cabin and Cockpit Layout Design Requirements

A. Vehicle Integration of the Cabin and Cockpit

1. The contractor shall provide initial inputs for, identify any process improvements to, and document MPCV Program Vehicle Integration processes, plans, products, schedules, and requirements validation and verification of the Cabin and Cockpit Layout, as assigned by the government.
2. The contractor shall perform analysis to determine the proper allocation and traceability of MPCV Program requirements.
3. The contractor shall review, analyze and report on MPCV Program requirements documents to ensure consistency between requirements in lower-level and higher-level requirements documentation.

4. The contractor shall provide recommendations to technical discipline experts to supplement the understanding and implementation of MPCV Program requirements.
5. The contractor shall conduct special studies and review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned to resolve those issues associated with selected special studies for Vehicle Integration of the Cabin and Cockpit as assigned by the government.

1.2.6 WBS Element 1.2.6, Reserved

1.2.7 Flight and Ground Operations Integration

A. MPCV Program and Program Integration

1. The contractor shall perform integration planning, definition, coordination, and documentation for the MPCV Program concept of operations processes and procedures.
2. The contractor shall develop processes, plans, system requirements, training, procedures, and work associated with the preparation, launch, flight execution, and recovery functions of the MPCV Program in cooperation with the other Programs.
3. The contractor shall provide initial inputs, review, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned by the government associated with concepts of operations, plans for detailed ground operations and flight operations during design.
4. The contractor shall conduct special studies and review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned to resolve those issues associated with special studies for MPCV Program Integration and for ESD Division Program-To-Program integration as assigned by the government.

1.2.8 WBS Element 1.2.8, Deleted

1.2.9 WBS Element 1.2.9, Reserved

1.3 WBS ELEMENT 1.3, RESERVED

1.4 WBS ELEMENT 1.4, RESERVED

1.5 WBS ELEMENT 1.5, DELETED

1.6 SPACECRAFT DEVELOPMENT

1.6.1 Crew and Service Module (CSM)

1.6.1.1 CSM Management and Administration

A. CSM Office Management and Administration

1. The contractor shall perform planning and coordination for the CSM Office efforts, including, but not limited to, staff meetings, cost/technical/schedule reviews, engineering panels, hardware control panels, and task agreements.
2. The contractor shall conduct special studies and review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned to resolve those issues associated with special studies for the CSM Office, as assigned by the government.
3. The contractor shall develop documentation, review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned by the government to resolve those issues associated with technical reviews of engineering changes.
4. The contractor shall provide planning, coordination, and review of products for programmatic and engineering reviews, such as PTR, PDR, CDR, and Design Certification of hardware and software, including, but not limited to, tracking of discrepancies noted in these reviews.
5. The contractor shall coordinate tasks performed by other MPCV Program offices in support of the CSM Office, including, but not limited to, resource analysis, scheduling and schedule assessments, baseline and reference data management, web and Windchill expertise, and board and panel administrative support.
6. The contractor shall track and report status on actions for support, development, and review of CSM Office related program changes.
7. The contractor shall prepare materials and decision packages for Program reviews, external reviews, audits, presentations, and technical papers, and manage records.
8. The contractor shall provide support to CSM Office integrated risk management, including but not limited to, maintaining latest status of technical risks, resolution plans, and generating reports necessary to communicate risk status and changes.

1.6.1.2 CSM Systems Engineering and Integration

A. Integrated CSM Architecture and Engineering

1. The contractor shall perform tasks for the systems engineering and integration of CSM and subsystem teams across all aspects of the CSM development efforts, including, but not limited to, integration of CSM discipline-specific efforts to manage the overall integrated crew module architecture definition and engineering functions.
2. The contractor shall perform analysis to determine the proper allocation and traceability of MPCV Program requirements within the CSM Office.

3. The contractor shall provide independent assessment and validation of CSM subsystems and components required to meet MPCV Program module-level and interface requirements.
4. The contractor shall provide assistance to technical discipline experts in understanding and implementing requirements.

1.6.1.3 WBS Element 1.6.1.3, Reserved

1.6.1.4 CSM Government Furnished Equipment (GFE) Products

A. Government Furnished Equipment Product Development and Integration

1. The contractor shall perform tasks required to track GFE and NASA In-Line work activity, including, but not limited to, coordinating inputs with technical teams, providing status of current activity being performed, highlighting completed activity, and identifying new items under discussion.
2. The contractor shall provide planning, coordination, data management, web and Windchill expertise master support, and board/panel administrative support for the CSM GFE efforts.

1.6.1.5 WBS Element 1.6.1.5, Reserved

1.6.1.6 CSM Assembly, Integration and Production

A. Assembly, Integration and Production of CSM Flight Test Article(s), Flight Article(s) and CSM Ground Support Equipment

1. The contractor shall provide initial inputs for, identify any process improvements to, and document the integrated CSM certification and acceptance process.
2. The contractor shall prepare materials and decision packages for program reviews, external reviews, audits, presentations, and technical papers, and manage records.
3. The contractor shall provide initial inputs for, review, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned by the government associated with assembly and integration requirements with requirements owners.
4. The contractor shall analyze, develop, document, and provide implementation recommendations for hardware and software integration and test strategies covering acceptance and sustaining engineering.
5. The contractor shall monitor, perform, and report on processing, integration and checkout facility and equipment interface development testing and verification as assigned by the government.

1.6.2 WBS Element 1.6.2, Deleted

1.6.3 WBS Element 1.6.3, Deleted**1.6.4 WBS Element 1.6.4, Reserved****1.6.5 Software****A. MPCV Program Software**

1. The contractor shall perform planning, definition, and documentation of the systems engineering and integration processes for MPCV Program spacecraft software.

1.6.6 WBS Element 1.6.6, Reserved**1.6.7 WBS Element 1.6.7, Reserved****1.7 WBS ELEMENT 1.7, RESERVED****1.8 WBS ELEMENT 1.8, DELETED****1.9 WBS ELEMENT 1, 9, RESERVED****1.10 TEST & VERIFICATION (T&V)****1.10.1 T&V Management and Administration****A. T&V Processes and Plans**

1. The contractor shall support the development of the MPCV Program Master Verification strategy for EM-1 and EM-2 flight and ground-interface systems.
2. The contractor shall coordinate with other offices within the MPCV Program and other Programs to baseline the MPCV Master Verification Plan.
3. The Contractor shall review and assess Program requirements documents and standards (such as Systems Requirements Document (SRD), Human Systems Integration Requirements (HSIR), Design Specification for Natural Environments (DSNE), Interface Requirements Documents (IRDs) and Constellation Environmental Qualification and Acceptance Test Requirements (CEQATR)) to provide recommendations and guidance to requirement owners in the development of verification requirements. In addition, the contractor shall identify potential impacts to the Orion Test and Verification strategy.
4. The contractor shall provide initial inputs for, identify any process improvements to, and document the management of the integrated spacecraft certification and acceptance process.
5. The contractor shall support the planning and scheduling of the MPCV Orion T&V activities such as master integration planning and programming design for programs.

6. The contractor shall track actions for development, and review of T&V related Change Requests (CRs) and of Engineering Change Proposals (ECPs).
7. The contractor shall prepare material and decision packages for Program reviews, external reviews, audits, presentations, and technical papers, and perform associated records management.
8. The contractor shall support technical reviews and integrated assessments of discipline expert inputs.
9. The contractor shall develop and document criteria and methodologies for T&V requirements verification.
10. The contractor shall provide planning, coordination, and review of products for Programmatic and Engineering Reviews such as PDR, CDR, and Design Certification of hardware and software.
11. The contractor shall provide initial inputs for, identify any process improvements to, and document T&V systems engineering processes.

B. Implementation of T&V Activities

1. The contractor shall coordinate and integrate the T&V inputs to Orion applicable documentation in support of MPCV major reviews such as the Prime Contractor PTR's and CDRs.
2. The contractor shall provide the expertise required to assist the Orion T&V function in the evaluation of documentation provided at reviews.
3. The contractor shall review and support baselining of detailed test planning and implementation documentation such as Verification Information Sheets (VIS), Test information Sheets (TIS).
4. The Contractor will provide vertical and horizontal Program support to organizations that interface with Orion Test and Verification office including, but not limited to, the Requirements and Verification Working Group (RVWG), Verification Engineering Working Group (VEWG), Orion verification Integration Team (OVIT), Vehicle Integration Control Board (VICB) and others depending on the agenda topics.
5. The contractor shall act as ad hoc co-chair of the Verification Engineering Working Group and others as identified by the Government
6. The contractor shall provide technical support for large scale integrated testing including, but not limited to Orion Structural Test Article (STA) and Orion Qualification testing, the review of appropriate requirements documentation and identification of required ground support equipment, schedule conflicts and risks
7. The contractor shall provide initial inputs for, review, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned by the government associated with Verification Closure documentation.

8. The contractor shall prepare material and decision packages for Program reviews, external reviews, audits, presentations, and technical papers, and perform associated records management for the Verification Closure process.
9. The Contractor shall provide support for Integrated Schedule Management by developing requirements for T&V schedule reports/products, reviewing T&V schedule report/products for requirements compliance, facilitating integration of T&V Lead inputs to T&V schedule, and managing & coordinating monthly T&V Schedule Reviews

1.10.2 Integrated Spacecraft Testing and Verification Management

A. Program Requirements Verification Development & Management

1. The contractor shall coordinate with other offices within the MPCV Program and other programs to baseline the MPCV Master Verification Plan.
2. The contractor shall perform technical reviews and integrated assessments of discipline-expert inputs.
3. The contractor shall develop and document criteria and methodologies for requirements verification.
4. The contractor shall provide support for Risk Management including, but not limited to, integration of T&V Lead inputs into the T&V risk tool Active Risk Manager (ARM-See Section J-6), management and coordination of monthly T&V Risk reviews, facilitation of T&V risk identification, development and maintenance; and track risk status and mitigation.

1.10.3 WBS Element 1.10.3, Deleted

1.10.4 Facilities

A. Facilities Development, Management, and Integration

1. The contractor shall assess and report progress on the development (design and construction), management, and maintenance of the Orion Laboratories, Test beds, and other test facilities.
2. The contractor shall support processing, integration and checkout facility and equipment interface development testing and verification.
3. The contractor shall provide initial inputs for, review, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned by the government associated with of interface tooling and test equipment requirements.
4. The contractor shall support identification, arrangement and preparation of facilities and associated assets for interface and integration tests.
5. The contractor shall identify and arrange for facilities and associated assets needed for MPCV Program Office flight tests.

1.10.5 WBS Element 1.10.5, Reserved**1.10.6 Flight Test****A. Flight Test Development, Integration, and Management**

1. The contractor shall provide integration support to include Program, Planning, Budget and Execution (PPBE) tasks, and schedule and risk coordination, planning, and database management.
2. The contractor shall provide inputs to the MPCV National Environmental Protection Act (NEPA) lead to ensure all NEPA activities for the program are coordinated with the appropriate agencies and MPCV Prime Contractor, and that all NEPA documentation is prepared and filed with the Exploration Systems Directorate NEPA Manager.
3. The contractor shall understand the Universal Documentation System (UDS) and act as the program interface to the KSC managed Automated Requirements Support System (ARSS) database.
4. The contractor shall manage and coordinate the program support and service requirements that are approved by the program and entered into the ARSS database.
5. The contractor shall administer the flight test office team data management process to include tracking configuration change and loan requests, scheduling the configuration management team (CMT) meetings, and recording minutes and actions.

1.10.7 Special Projects/Studies – T&V**A. Special Studies**

1. The contractor shall perform special studies in support of the T&V office.
2. The contractor shall develop and design analysis tools.
3. The contractor shall serve as technical advisor and consultant to the tools, processes and training chief on such matters as overall T&V processes and tools.

1.11 COMMUNICATIONS AND EDUCATION OUTREACH

Support to Communications and Education Outreach includes the production of Program materials with the goal of providing strategic, timely, accurate, coordinated information content across programs and centers.

- A. The contractor shall participate in program status meetings to document current and accurate milestone success and status.

- B. The contractor shall assist with the development and production of Program and vehicle status updates, photography and video, presentations, animations and white papers, response to questions, graphics, and support material to ensure the timely update of content.
- C. The contractor shall provide public communications products (education and outreach), including, but not limited to, videos, animations, printed media, website content, exhibits and broadcast media.
- D. The contractor shall provide program content and public communications products to ensure timely update of content for our agency and team partners for use in agency exhibits, including, but not limited to, animation/video/photography media, graphics/renderings items, social media, speaker tools, and web content.

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

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

CLAUSE NUMBER	DATE	TITLE
1852.211-70	SEP 2005	PACKAGING, HANDLING, AND TRANSPORTATION

(End of clause)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES – COST-REIMBURSEMENT
52.246-11	FEB 1999	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT <i>Insert: ISO 9001:2008 Quality management systems - Requirements or SAE AS9100C, Quality Management Systems –Requirements for Aviation, Space and Defense Organizations</i>

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

CLAUSE NUMBER	DATE	TITLE
None included by reference		

(End of clause)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

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

CLAUSE NUMBER	DATE	TITLE
None included by reference		

(End of clause)

F.2 PLACE OF PERFORMANCE

The effort required under this contract shall be performed at the NASA Lyndon B. Johnson Space Center in Houston, Texas, which includes Ellington Field and the Sonny Carter Training Facility, the contractor’s facilities, and at other locations as specified in Task Orders.

(End of clause)

F.3 PERIOD OF PERFORMANCE

The period of performance includes a phase in period from 3/1/13 through 3/31/13 and a basic period from 4/1/13 through 9/30/15.

(End of clause)

F.4 OPTION TO EXTEND

The Government may require the contractor to continue to perform services under this contract beyond the basic period of performance. The Contracting Officer may exercise this option by issuing a unilateral contract modification 30 days or more before the completion date set forth in Section F.3. The NTE value of \$49M applies to the basic and option periods. All work required under this contract, including submission of all reports, shall be completed on or before **September 30, 2015**. 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:

1. F.3, entitled "PERIOD OF PERFORMANCE," will be modified to state:

"The period of performance includes a phase in period from 3/1/13 through 3/31/13 and a basic period from 4/1/13 through 9/30/16."

2. I.6, entitled "ORDERING", will be modified to state:

"(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from April 1, 2013 through September 30, 2016."

Option 2:

1. F.3, entitled "PERIOD OF PERFORMANCE," will be modified to state:

"The period of performance includes a phase in period from 3/1/13 through 3/31/13 and a basic period from 4/1/13 through 9/30/17."

2. I.6, entitled "ORDERING", will be modified to state:

"(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from April 1, 2013 through September 30, 2017."

(End of clause)

F.5 SHIPPING INSTRUCTIONS

All documentation shall be shipped to the individuals specified in the respective Data Requirements List (DRL) and Data Requirements Descriptions (DRD) incorporated as attachments in Section J.

Parcel Post Shipments and Freight Shipments

Ship to: Transportation Officer
 Central Receiving, Building 420
 NASA Johnson Space Center
 2101 NASA Parkway
 Houston, TX 77058-3696

Mark for: Contracting Officer's Technical Representative: TBD
Mark with: Purchase Request No: TBD
 Contract Number: TBD
 For reissue to: TBD

(End of clause)

F.6 PHASE-IN AND CLOSE-OUT

(a) Phase-In. The services provided by this contract are vital to the Government's overall effort, and continuity must be maintained at a consistently high level without disruption. The Contractor is expected to meet full performance requirements from the start date of the base contract period. The Phase-In period shall not exceed 31 calendar days prior to the start date of the base contract period. Office space will not be provided by the Government during the Phase-In period. The Contractor shall participate in a weekly meeting with the incumbent contractor(s) to discuss/identify problems or areas requiring attention during this Phase-In period. The Contractor shall accomplish Phase-In in accordance with DRD MPIC-PM-02, Phase-In Plan.

The total firm fixed price of Phase-In shall not exceed the price set forth in clause B.4 "Contract Value." Any costs incurred in excess of this amount shall be unallowable under this or any other Government contract.

(b) Close-Out. The contractor shall close-out at contract end in a cooperative manner with the Government and new contractor to allow for continuity of services and smooth phase-in. Close-Out activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services, and DRD MPIC-PM-03, Close-out Plan.

(End of clause)

[END OF SECTION]

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

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

CLAUSE NUMBER	DATE	TITLE
1852.242-73	(NOV 2004)	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING

(End of clause)

G.2 1852.216-75 PAYMENT OF FIXED FEE (DECEMBER 1988)

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

(End of clause)

G.3 SUBMISSION OF VOUCHERS FOR PAYMENT (JSC Procurement Instruction) (May 2014)

(a) Except for classified vouchers, the Contractor shall submit interim and final cost vouchers electronically using the Department of Defense (DoD) Wide Area Work Flow (WAWF) system. Vouchers will be reviewed by the Defense Contract Audit Agency based upon a risk-based review process.

1. To access the DoD WAWF system, the Contractor shall be required to have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov> and be registered to use the DoD WAWF at <https://wawf.eb.mil> following the step-by-step procedures for self-registration available at this web site.
2. NASA voucher payment information can be obtained at the NASA Shared Services Center (NSSC) Vendor Payment information web site at: <https://www.nssc.nasa.gov/vendorpayment>

For technical WAWF help, contact the WAWF helpdesk at 1-866-618-5988. For additional questions, contact the NSSC Customer Contact Center at 1-877-677-2123.

3. The Contractor shall ensure that the payment request includes appropriate contract line item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all required back-up documentation to support each payment request.
- (b) Vouchers for payment of fee resulting from contract performance or provisional fee (if

authorized under this contract) shall be prepared using a Standard Form (SF) 1034 and submitted electronically to the following address for payment:

E-mail address: NSSC-AccountsPayable@nasa.gov

Mailing address: NSSC - FMD Accounts Payable
 Bldg. 1111, C Road
 Stennis Space Center, MS 39529
 Fax Number: 1-866-209-5415

(c) For both cost and fee voucher submissions, a concurrent copy of the voucher shall be provided electronically to the NASA Contracting Officer outside of WAWF. The Contracting Officer may designate other recipients as required.

(d) The NSSC is the designated billing office for cost and fee vouchers for purpose of the Prompt Payment clause of this contract.

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

(End of clause)

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

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

Title	Office Code	Address (including zip code)
New Technology Representative	AL	2101 NASA PARKWAY, HOUSTON, TX 77058-3696
Patent Representative	AL	2101 NASA PARKWAY, HOUSTON, TX 77058-3696

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

Supplement.

(End of clause)

G.5 SUBMISSION OF INVOICES FOR FIXED-PRICE SERVICES

The invoice for the Phase-In effort shall be submitted to the NASA Shared Services Center (NSSC) and the Contracting Officer; the invoices shall be prepared and submitted in duplicate unless otherwise specified. The firm-fixed price will be paid based on the price of the Phase-In effort as stated in B.4 "Contract Value." 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.

In the event that amounts are withheld from payment a separate invoice for the amount withheld will be required before payment on that amount may be made. Official invoices shall be mailed to the NSSC as indicated below:

NSSC
Financial Management Division (FMD) Accounts Payables
Bldg. 1111, C. Road
Stennis Space Center, MS 39529
E-mail: NSSC-AccountsPayable@nasa.gov
Fax: (866) 209-5415

A concurrent copy of the invoice shall be submitted to the Contracting Officer indicated below:

NASA Johnson Space Center
Attn: BJT/MPIC Contracting Officer
2101 NASA Parkway
Houston, TX 77058-3696

(End of clause)

G.6 1852.242-70 TECHNICAL DIRECTION (SEPTEMBER 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.7 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JANUARY 2011) (ALT I)
(JANUARY 2011)**

(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;

NASA Procedural Requirements (NPR) 4300.4, Use of Space Shuttle and Aerospace Vehicle Materials as Mementos;

NASA Procedural Requirements (NPR) 4310.1, Identification and Disposition of NASA Artifacts;

NASA Procedural Requirements (NPR) 4200.2, NASA Equipment Management Manual for Property;

JSC Procedural Requirements (JPR) 1281.7B, Control of Customer Property;

JSC Procedural Requirements (JPR) 1281.15, Identification, Handling, Storage, Packaging, Preservation, and Delivery;

JSC Work Instruction (JWI) 4200.1, Management of Controlled Equipment;

JSC Work Instruction (JWI) 4210-2, JSC Instructions for Control of Program Stock;

JSC Work Instruction (JWI) 4300.1, JSC Instructions for Excess and Disposal of Government Property;

JSC Work Instruction (JWI) 6050.1A, Procedures for Processing Shipments from JSC.

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract. The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(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 for Government titled property as required by

FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

- (iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires 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 (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

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

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

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

- (2) Office furniture.

- (3) Property listed below:

Computer services, including printers, facsimile services, and other office equipment services, will be made available by the Government to MPIC personnel as necessary to perform the Statement of Work requirements.

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.

Copy machines are available for use by all MPIC personnel at all JSC facilities.

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

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

- (4) Supplies from stores stock.

- [x] (5) Publications and blank forms stocked by the installation.
- [x] (6) Safety and fire protection for Contractor personnel and facilities.
- [x] (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) On-site moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided off-site, as approved by the Contracting Officer.

(End of clause)

G.8 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (JANUARY 2011)

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, as included in this contract, 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.9 52.204-91 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/REPRESENTATIVES OF FOREIGN CONTRACTORS (JAN 2006) (JSC Procurement Instruction)

(a) An employee of a domestic Johnson Space Center (JSC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the JSC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign JSC contractor/subcontractor may not be admitted to the JSC site without special arrangements. For employees as described above, advance notice must be given to the Security Office of the host installation [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 onsite at JSC or WSTF any individuals who are not legally authorized to work in the United States. If the JSC or WSTF Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

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

(End of clause)

G.10 52.242-92 IDENTIFICATION OF EMPLOYEES (OCT 2006) (JSC Procurement Instruction)

At all times while on Government property, the contractor, subcontractors, their employees, and agents shall wear badges which will be issued by the NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC), or at the Main Gate at the White Sands Test Facility (WSTF). JSC employee credentials and visitor badges will be issued only between the hours of 6:00 a.m. to 7:30 p.m.,

Monday through Friday, and 7:30 am to 3:00 pm on Saturday. WSTF employee badges will be issued only between the hours of 8 a.m. to 2 p.m., Monday through Friday. WSTF visitor badges will be issued on a 7-day-a-week, 24-hour-a-day basis. Resident aliens and foreign nationals/representatives shall be issued green foreign national badges.

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

(End of clause)

[END OF SECTION]

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	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
1852.225-70	FEB 2000	EXPORT LICENSES (Insert in paragraph (b): Johnson Space Center)

(End of clause)

H.2 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DECEMBER 1988)

- (a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective Offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.
- (b) The nature of this conflict is the Contractor may have access to another contractor's proprietary information, may be in a position to favor its own products and capabilities and may have an unfair competitive advantage.
- (c) The restrictions upon future contracting are as follows:
- (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

- (2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

H.3 1852.216-80 TASK ORDERING PROCEDURE (OCTOBER 1996)

- (a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
 - (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
 - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
 - (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within 15 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
 - (1) Date of the order.
 - (2) Contract number and order number.
 - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - (4) Performance standards, and where appropriate, quality assurance standards.
 - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
 - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

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

(End of clause)

H.4 1852.223-70 SAFETY AND HEALTH (APRIL 2002)

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.
- (b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.
- (c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.
- (d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident

dollar losses as specified in the contract Schedule.

- (e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.
- (f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.
- (g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:
 - (1) The work will be conducted completely or partly on premises owned or controlled by the Government.
 - (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
 - (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
 - (4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.
- (h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or

supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

- (i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.
- (j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence:
 - (1) Written hazardous operating procedures for all hazardous operations; and/or
 - (2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

H.5 1852.228-76 CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES (OCTOBER 2009) (DEVIATION) (NASA PIC 9-11)

- (a) The Intergovernmental Agreement (IGA) among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America concerning Cooperation on the Civil International Space Station for the International Space Station (ISS) contains a cross-waiver of liability provision to encourage participation in the exploration, exploitation, and use of outer space through the ISS. The Parties intend that this cross-waiver of liability be broadly construed to achieve this objective.
- (b) As used in this clause, the term:
 - (1) "Agreement" refers to any NASA Space Act agreement that contains the cross-waiver of liability provision authorized by 14 CFR Part 1266.102.
 - (2) "Damage" means:
 - (i) Bodily injury to, or other impairment of health of, or death of, any person;
 - (ii) Damage to, loss of, or loss of use of any property;
 - (iii) Loss of revenue or profits; or
 - (iv) Other direct, indirect, or consequential damage.
 - (3) "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth which carries payloads or persons, or both.

- (4) "Partner State" includes each Contracting Party for which the IGA has entered into force, pursuant to Article 25 of the IGA or pursuant to any successor agreement. A Partner State includes its Cooperating Agency. It also includes any entity specified in the Memorandum of Understanding (MOU) between NASA and the Government of Japan's Cooperating Agency in the implementation of that MOU.
- (5) "Party" means a party to a NASA Space Act agreement involving activities in connection with the ISS and a party that is neither the prime contractor under this contract nor a subcontractor at any tier.
- (6) "Payload" means all property to be flown or used on or in a Launch Vehicle or the ISS.
- (7) "Protected Space Operations" means all Launch or Transfer Vehicle activities, ISS activities, and Payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of the IGA, MOUs concluded pursuant to the IGA, implementing agreements, and contracts to perform work in support of NASA's obligations under these Agreements. It includes, but is not limited to:
- (i) Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch or Transfer Vehicles, the ISS, Payloads, or instruments, as well as related support equipment and facilities and services; and
 - (ii) All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services. "Protected Space Operations" also includes all activities related to evolution of the ISS, as provided for in Article 14 of the IGA. "Protected Space Operations" excludes activities on Earth which are conducted on return from the ISS to develop further a Payload's product or process for use other than for ISS-related activities in implementation of the IGA.
- (8) "Related Entity" means:
- (i) A contractor or subcontractor of a Party or a Partner State at any tier;
 - (ii) A user or customer of a Party or a Partner State at any tier; or
 - (iii) A contractor or subcontractor of a user or customer of a Party or a Partner State at any tier. The terms "contractor" and "subcontractor" include suppliers of any kind.
- (9) "Transfer Vehicle" means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A "Transfer Vehicle" also includes a vehicle that departs from and returns to the same location on a space object.
- (c)(1) The Contractor agrees to a cross-waiver of liability pursuant to which it waives all claims against any of the entities or persons listed in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:

- (i) A Party as defined in (B)(5) above;
 - (ii) A Partner State other than the United States of America;
 - (iii) A Related Entity of any entity identified in paragraph (c)(1)(i) or (c)(1)(ii) of this clause; or
 - (iv) The employees of any of the entities identified in paragraphs (c)(1)(i) through (c)(1)(iii) of this clause.
- (2) In addition, the contractor shall, by contract or otherwise, extend the cross-waiver of liability set forth in paragraph (c)(1) of this clause to its subcontractors at any tier by requiring them, by contract or otherwise, to:
- (i) Waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause; and
 - (ii) Require that their subcontractors waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause.
- (3) For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of claims arising from the *Convention on International Liability for Damage Caused by Space Objects*, which entered into force on September 1, 1972, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.
- (4) Notwithstanding the other provisions of this clause, this cross-waiver of liability shall not be applicable to:
- (i) Claims between the Government and its own contractors or between its own contractors and subcontractors;
 - (ii) Claims made by a natural person, his/her estate, survivors or subrogees (except when a subrogee is a Party to an Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health of, or death of, such person;
 - (iii) Claims for Damage caused by willful misconduct;
 - (iv) Intellectual property claims;
 - (v) Claims for Damage resulting from a failure of the contractor to extend the cross-waiver of liability to its subcontractors and related entities, pursuant to paragraph (c)(2) of this clause; or
 - (vi) Claims by the Government arising out of or relating to the contractor's failure to perform its obligations under this contract.
- (5) Nothing in this clause shall be construed to create the basis for a claim or suit where none would otherwise exist.
- (6) This cross-waiver shall not be applicable when 49 U.S.C. Subtitle IX, Chapter 701 is applicable.

(End of clause)

H.6 1852.235-71 KEY PERSONNEL AND FACILITIES (MARCH 1989)

- a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the contractor shall (1) notify the Contracting Officer reasonably in advance, and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

POSITION	NAME
Program Manager	Melba York <u>Marvin L. Leblanc</u>
Lead for PP&C	(b) (4)
Lead for SE&I	(b) (4)
Lead for Program Integration	(b) (4)

H.7 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) -- ALTERNATE I (SEPTEMBER 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.8 52.242-94 ADMINISTRATIVE LEAVE (SEP 2008) (JSC Procurement Instruction)

(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)

H.9 ASSOCIATE CONTRACTOR AGREEMENTS

(a) The success of the Multi-Purpose Crew Vehicle (MPCV) Program is dependent on the efforts of multiple contractors. The Multi-Purpose Crew Vehicle Integration Contract (MPIC) contractor is a key participant. The other contracts of the key participating contractors include, but are not limited to the following contracts or their successors:

- NASA Contract NNJ06TA25C, Project Orion, Crew Exploration Vehicle (CEV)
- NASA Contract NNJ12JB33B, Financial Business Management Services (FBMS)
- NASA Contract NNJ09JA02B, REDE Critique

Additional ACA’s may be required as contracts are competed / re-competed or as new contractor relationships develop.

(b) In order to achieve efficient and effective implementation of JSC operations, the contractor shall, within 30 days of contract award, initiate work for the coordination and exchange of information with associated contractors. The information to be exchanged shall be that required by the contractors in the execution of their respective contract requirements.

(c) To ensure successful operation of JSC, the contractor shall establish ACAs to address coordination, cooperation, and communication. Each contractor shall establish the means for the exchange of such data and communication as needed.

(d) A copy of the ACA shall be provided to the Contracting Officer within 30-days after agreement is reached.

(End of clause)

H.10 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated August 13, 2012 and the final proposal revision dated December 12, 2012, are hereby incorporated by reference in this resulting contract.

(End of clause)

H.11 ENVIRONMENTAL AND ENERGY CONSERVATION REQUIREMENTS

(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; JWI 8553.1, EMS Aspect/Impact Assessment and EMP Process; NPR 8570.1, Energy Efficiency and Water Conservation; and JWI 8570.1, Energy Conservation.

(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.12

(b) (4)

(b) (4)

(End of clause)

[END OF SECTION]

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	JAN 2012	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	OCT 2010	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	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	APR 2010	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	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
52.204-7	AUG 2012	CENTRAL CONTRACTOR REGISTRATION
52.204-9	JAN 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	AUG 2012	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.209-6	DEC 2010	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.209-10	MAY 2012	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
52.210-1	APR 2011	MARKET RESEARCH
52.211-15	APR 2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS

52.215-2	OCT 2010	AUDIT AND RECORDS-NEGOTIATIONS
52.215-8	OCT 1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
52.215-11	AUG 2011	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS
52.215-13	OCT 2010	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS
52.215-15	OCT 2010	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 2010	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS AND (ALT II) (OCT 1997); (ALT III) (OCT 1997) (c) Submit the cost portion of the proposal vi the following electronic media: CD-ROM
52.215-23	OCT 2009	LIMITATION ON PASS-THROUGH CHARGES
52.216-7	JUN 2011	ALLOWABLE COST AND PAYMENT (a)(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.
52.216-8	JUN 2011	FIXED FEE
52.219-6	NOV 2011	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	JAN 2011	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	NOV 2011	LIMITATIONS ON SUBCONTRACTING
52.219-28	APR 2012	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS (Insert paragraph (a)- The use of overtime is authorized under this contract if the overtime premium does not exceed zero)
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	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	OCT 2010	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2010	EMPLOYMENT REPORTS VETERANS
52.222-40	DEC 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.222-54	JUL 2012	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-5	MAY 2011	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (ALT I) (MAY 2011); (ALT II) (MAY 2011)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	MAY 2011	WASTE REDUCTION PROGRAM
52.223-18	AUG 2011	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
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
52.227-11	DEC 2007	PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR, AS MODIFIED BY NFS 1852.227-11
52.227-14	DEC 2007	RIGHTS IN DATA – GENERAL, AS MODIFIED BY NFS 1852.227-14
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	OCT 2010	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT (ALT I) (FEB 2002)
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES (ALT I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALT I) (JUN 1985)
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
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES - COST-REIMBURSEMENT- (ALT II) (APR 1984)
52.244-2	OCT 2010	SUBCONTRACTS (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: Any subcontract valued at \$500,000 or more. (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: [<i>Contracting Officer to fill in prior to award</i>].
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	DEC 2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	APR 2012	GOVERNMENT PROPERTY
52.245-9	APR 2012	USE AND CHARGES
52.246-25	FEB 1997	LIMITATION OF LIABILITY-SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS
52.247-63	JUN 2003	PREFERENCE FOR U.S. FLAG AIR CARRIERS
52.248-1	OCT 2010	VALUE ENGINEERING
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 2012	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

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

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.243-71	MAR 1997	SHARED SAVINGS

(End of clause)

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

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

(End of clause)

I.3 52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION OCT 2010)

(a)(1) 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 posting the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see [52.204-7](#)).

(2) At the first semi-annual update on or after April 15, 2011, the contractor shall post again any required information that the contractor posted prior to April 15, 2011.

(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) *Public access to information in FAPIIS.* (i) Public requests for system information that was posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publically available.

(End of clause)

I.4 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (Feb 2012)

(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 posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publically available. FAPIIS consists of two segments—

- (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
 - (i) Government personnel and authorized users performing business on behalf of the Government; or
 - (ii) The Contractor, when viewing data on itself; and
 - (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—
 - (i) Past performance reviews required by subpart [42.15](#);
 - (ii) Information that was entered prior to April 15, 2011; or
 - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.
 - (2) The Contractor will also 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) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

I.5 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall—
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

I.6 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from April 1, 2013 through September 30, 2015.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.7 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor—
 - (1) Any order for a single item in excess of \$25,000,000;
 - (2) Any order for a combination of items in excess of \$25,000,000; or

- (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.8 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract beyond 12 months after contract period of performance identified in ordering period identified in clause I.6 "Ordering".

(End of clause)

I.9 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised

more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

I.10 52.217-9 OPTION TO EXTEND TERM OF THE CONTRACT (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 include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 54 months.

(End of clause)

I.11 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Federal Acquisition Regulation (FAR) clauses:
<http://www.acqnet.gov/far/>

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

(End of clause)

I.12 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

I.13 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (AUG 2012) (DEVIATION)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

I.14 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEPTEMBER 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of **TOP SECRET**. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J-11.

(End of clause)

I.15 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JANUARY 2011)

(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 sub-contractors 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: <http://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. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.
- (4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the 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 Web site 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. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.
- (f) 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.16 1852.215-84 OMBUDSMAN (NOVEMBER 2011) (ALT I) (JUNE 2000)

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

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and e-mail address may be found at: http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. 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.17 1852.219-76 NASA 8 PERCENT GOAL (JULY 1997)

(a) Definitions.

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

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

Small disadvantaged business concern, as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and

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

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

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

(End of clause)

I.18 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEBRUARY 2012)

- (a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.
- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.
- (c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

- (d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

I.19 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUNE 2005)

- (a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.
- (b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.
- (c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -
 - (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
 - (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
 - (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
 - (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
 - (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
 - (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
 - (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.
- (e) The nature of the work on this contract may subject the Contractor and its employees to a

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

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

(End of clause)

I. 20 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUNE 2005)

- (a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.
- (c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

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

information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

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

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

- (2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is “sensitive.” This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor’s claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.
- (d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:
- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
 - (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
 - (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
 - (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
 - (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider’s organization.
 - (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
 - (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
 - (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

- (e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.
- (f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- (g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

I. 21 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)

Definitions.

(a) Definitions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

- (b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1-September 30) under this contract for orders that exceed the thresholds established in [4.1703\(a\)\(2\)](#).
- (c) The Contractor shall report the following information:
 - (1) Contract number and order number.
 - (2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.
 - (3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.
 - (4) Data reported by subcontractors under paragraph (f) of this clause.
- (d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition,

the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR [subpart 42.15](#).

- (e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.
- (f) (1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in [4.1703\(a\)\(2\)](#), to provide the following detailed information to the Contractor in sufficient time to submit the report:
 - (i) Subcontract number (including subcontractor name and DUNS number), and
 - (ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.
- (f) (2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

[END OF SECTION]

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

Attachment J-1	Applicable and Reference Documents List
Attachment J-2	Data Requirements List (DRL) and Data Requirements Descriptions (DRD)
	<ul style="list-style-type: none"> DRD MPIC-PM-01: Management and Staffing Plan DRD MPIC-PM-02: Phase-In Plan DRD MPIC-PM-03: Close-Out Plan DRD MPIC-PM-04: Total Compensation Plan DRD MPIC-PM-05: Organizational Conflict of Interest Avoidance Plan DRD MPIC-BM-01: NF533 Cost Reporting DRD MPIC-BM-02: Workforce Reporting DRD MPIC-SA-01: Safety and Health Plan DRD MPIC-SA-02: Safety and Health Program Self Evaluation DRD MPIC-PC-01: Planning Data Set DRD MPIC-PC-02: Performance Data Set DRD MPIC-PC-03: Performance Measures DRD MPIC-PC-04: Integrated Analysis DRD MPIC-PC-05: Professional Services
Attachment J-3	Management and Staffing Plan
Attachment J-4	Phase-In Plan
Attachment J-5	Safety and Health Plan
Attachment J-6	Integrated Collaborative Environment (ICE) and Operating Tool Suite
Attachment J-7	Total Compensation Plan
Attachment J-8	Organizational Conflict of Interest Avoidance Plan
Attachment J-9	Standard Labor Category Descriptions
Attachment J-10	Personal Identity Verification (PIV) Card Issuance Procedures
Attachment J-11	DD Form 254: Contract Security Classification Specification

Attachment J-1: Applicable and Reference Documents List

Item	
Agency Documents, Latest version	NID 7120-97, Program Management NID 7123-001A, Systems Engineering NPD 1371. 5, Security Access Policy NPD 1440.6, Records Management Policy NPD 2810.1, Information Security Policy NPR 1382.1, Security-Privacy Requirements NPR 1441.1, Records Management Requirements NPR 1600.1, Security Program Requirements NID 1600.55, Security-SBU NPR 2810.1, Information Technology Security NPR 8621.1, Safety-Mishap and Close Call Reporting
JSC Documents, Latest version	JPR 1280.2 Quality Manual JWI 8831.1, Facility Manager Export Control: http://www6.jsc.nasa.gov/exportcontrol/export/index.htm
MPCV Documents, Latest version	Education Outreach and Communications MPCV 72106, WBS and Data Dictionary MPCV 72008, DRAFT, Multi-Purpose Crew Vehicle (MPCV) Program Plan
PP&C Documents	Learn Curve Compendium White Paper on PP&C Approach White Paper on Affordability White Paper on Performance Management

DATA REQUIREMENTS DESCRIPTION (DRD)

1a DRD Title NF 533 Cost Reporting 1.b Data Type: 1	2. Date of current version June 22, 2012	3. DRL Line Item No. MPIC-BM-01	RFP/Contract No. (Procurement completes) NNJ12414367R
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4. Use (Define need for, intended use of, and/or anticipated results of data) Obtain information for contractor cost planning and performance management	5. DRD Category: (check one) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
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6. References (Optional) NASA Procedural Requirements (NPR) 9501.2D, NASA Contractor Financial Management Reporting	7. Interrelationships (e.g., with other DRDs) (Optional) MPIC-BM-02
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8. Preparation Information (Include complete instructions for document preparation)

SCOPE: The NASA Form 533 (NF533) reports provide data necessary for the following:

1. Projecting costs and hours to ensure that dollar and labor resources realistically support project and program schedules.
2. Evaluating contractors' actual cost and fee data in relation to negotiated contract value, estimated costs, and budget forecast data.
3. Planning, monitoring, and controlling project and program resources.
4. Accruing cost in NASA's accounting system, providing program and functional management information, and resulting in liabilities reflected on the financial statements

CONTENT: Cost is a financial measurement of resources used in accomplishing a specified purpose, such as performing a service, carrying out an activity, acquiring an asset, or completing a unit of work or project. NASA Procedural Requirements (NPR) 9501.2D entitled "NASA Contractor Financial Management Reporting," or its most current revision, identifies the cost reporting requirements for a contract.

NASA is required by law to maintain accrual accounting, which requires cost to be reported in the period in which benefits are received, without regard to time of payment. Examples of accrual accounting for common cost elements reported on the NF533 follow:

<u>Cost Elements</u>	<u>Definitions</u>
<i>Labor</i>	Reported to NASA as hours are incurred.
<i>Equipment & Materials (commercial off the shelf)</i>	Generally reported to NASA when received and accepted by the contractor.
<i>Manufactured Equipment</i>	Defined as any equipment that is produced to specific requirements that make it useless to anyone else without rework. Cost should be reported to NASA as the equipment is being manufactured. The straight-line method for estimating accrued costs or the use of supplemental information obtained from the vendor are acceptable methods used to

calculate the cost accrual amount.

Leases

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

Travel

Reported to NASA as costs are incurred.

Subcontracts

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

Unfilled Orders

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

Fee

Should be accrued as earned using a consistent and auditable method to determine the amount. For example: an acceptable method would be to use historical data to determine the amount to accrue each month. Fee should be reported on the NF533 following the "Total Cost" line. Award fee must be reported by the following categories: Base Fee, Fee Earned, Interim Fee, Provisional Fee, Potential Additional Fee, and Total Fee. If any of the above fee categories do not pertain, they should not be included in the NF533.

Prompt Payment Discounts

Cumulative cost reported to NASA should be the full incurred cost. The prompt payment discount amount taken should be reported as a separate line item on the NF533 below the cumulative cost amounts for the contract.

The NF533 reports are the official cost documents used at NASA for cost type, price redetermination, and fixed price incentive contracts. The data contained in the reports must be auditable using Generally Accepted Accounting Principles. Supplemental cost reports submitted in addition to the NF533 must be reconcilable to the NF533.

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

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

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

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

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

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

Electronic NF533 Requirement

In addition to submitting the NF533M or NF533Q in a hardcopy format, the contractor, upon request, shall submit the NF533 electronically by the same due date as the hardcopy. The data shall be submitted via email using the Government prescribed flat file format (see attached Agency Defined File Format for an example of the layout details) and shall include the following header information from the hardcopy.

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

Grand Total Estimated HR/WYE (8a)	Grand total current month HR/WYE estimate (column 8a on the NF533)
Grand Total Next Month Estimated Cost (8b)	Grand total next month cost estimate (column 8b on the NF533)
Grand Total Balance of Contract (8c)	Contract Balance for the remaining estimate to complete (column 8c on the NF533)
Grand Total Contractor Estimate (9a)	Contractor estimate to complete entire scope of contract (column 9a on the NF533)
Grand Total Contract Value (9b)	Contractor distribution of contract value by the reporting categories (column 9b on the NF533)
Grand Total Unfilled Orders Outstanding (10)	Unfilled order outstanding at the end of the reporting period (column 10 on the NF533)

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

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

Category

The flat file shall be saved as a text file with no extension (do not include .txt after the file name) and named in strict

accordance with the specific format described in the attached Agency Defined File Format document.

Distribution:

- LF6 Cost Accounting (1 hardcopy)
- _____ Contracting Officer (1 hardcopy)
- _____ Budget/Program Analyst (1 hardcopy)
- _____ Technical (1 hardcopy)
- _____ Upon Request, E-Mail Account (1 electronic copy)

File names must be provided in a specific format. Each file name will begin with the SAP 2 Character center abbreviation listed below. The contract number and date will be included in the file name as well. Below is a sample file name.

MACFPS001_NAS00-0001_yyyy_mm_dd

SAP 2 Center Abbreviation for JSC is JO

9. OPR: Contracting Officer

10. DELIVERY: See DRL

11. MAINTENANCE: Electronically

12. COPIES/DISTRIBUTION: See DRL

13. REMARKS: None

DATA REQUIREMENTS DESCRIPTION (DRD)

1a DRD Title Workforce Reporting 1B. Data Type: 1	2. Date of current version <p style="text-align: center;">June 22, 2012</p>	3. DRL Line Item No. <p style="text-align: center;">MPIC-BM-02</p>	RFP/Contract No. (Procurement completes) <p style="text-align: center;">NNJ12414367R</p>
4. Use (Define need for, intended use of, and/or anticipated results of data) The report is used by NASA to provide workforce information to center management. The supplemental report is used by NASA Headquarters to support congressional inquiries		5. DRD Category: (check one) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional) SOW 1.1.1 B 4	7. Interrelationships (e.g., with other DRDs) (Optional) NF 533 Cost Reporting, MPIC-BM-01		
8. Preparation Information (Include complete instructions for document preparation) <p>SCOPE: The reports provide workforce data by geographic location.</p> <p>CONTENT: The nominal workforce report should provide Equivalent Personnel (EPs) by location, specifically on or near site (NASA center), and by state for workforce outside of the responsible NASA center area. The report shall include contract labor, subcontract labor, and purchased labor. The data shall be reconcilable to other financial deliverables, specifically the NF 533. The content and frequency of the supplemental workforce report may vary based on specific direction provided by NASA Headquarters to support congressional inquiries. It's most common form is an annual request to provide workforce data by state, congressional district, or Zip Code.</p> <p>FORMAT: Specific formatting will be mutually agreed upon by the Contractor and NASA.</p> <p>9. OPR: Contracting Officer</p> <p>10. DELIVERY: See DRL</p> <p>11. MAINTENANCE: Electronically</p> <p>12. COPIES/DISTRIBUTION: See DRL</p> <p>13. REMARKS: None</p>			

DATA REQUIREMENTS DESCRIPTION (DRD)

1a DRD Title Planning Data Set 1.b Data Type: 2	2. Date of current version July 13, 2012	3. DRL Line Item No. MPIC-PC-01	RFP/Contract No. (Procurement completes) NNJ12414367R
4. Use (Define need for, intended use of, and/or anticipated results of data) A logically singular repository of Planning Data Products and controlled documents		5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional) White Paper: MPCV Approach to PP&C SOW 1.1.2.1	7. Interrelationships (e.g., with other DRDs) (Optional) DRD MPIC-PC-02, Performance Data Set DRD MPIC-PC-03, Performance Measures DRD MPIC-PC-04, Integrated Analysis		
8. Preparation Information (Include complete instructions for document preparation) <p>SCOPE: The Planning Data Set is a logically singular repository of official planning information that is accessible by authorized Program participants, including the Prime Contractor, Prime Contractor subcontractors, NASA participating organizations (aka Non-Prime) and Partners, as applicable. The Planning Data Set shall support data exchange throughout the MPCV Program and its operating environment and shall support data reporting throughout the Program including to Headquarters.</p> <p>CONTENT: The Planning Data Set is comprised of controlled documents and planning data products. Controlled documents are those that support the Program Baseline and include: 1) Program Plan; 2) WBS Tree and Data Dictionary; 3) Flight Test One and Ascent Abort 2 Flight Test Objectives; and when available, 4) individual plans for Life Cycle and Key Decision Point reviews. The contractor shall maintain the list of controlled documents associated with the Program Baseline in the Planning Data Set, and provide access to each document from the Planning Data Set.</p> <p>Planning Data Products include: 1) Program Baseline; 2) strategic assessments; 3) Program Baseline attributes including implementation plans, interim product milestones and program events, risks, and assumptions; 4) Summary Master Schedule and schedules for CAMs and products, and 5) estimates of cost or of ranges of costs to include Life Cycle Cost (LCC) and Estimate At Completion (EAC) along with Joint Cost and Schedule Confidence Level (JCL). The Performance Management Baseline is the monetary value used for Earned Value Management calculations at the Program Level.</p> <p>FORMAT: The Planning Data Set shall operate on existing MPCV information technology systems and operating environments, including the Integrated Collaborative Environment (ICE). Individual items of content shall be linked into the Planning Data Set and not re-hosted. Copy is prohibited. Re-hosting can be accomplished only if initiated by its Data Authority and follows MPCV IT procedures.</p> <p>9. OPR: Controlled documents have an Office of Primary Responsibility. Data and information comprising the Planning Data Set has a data authority responsible for data accuracy and integrity. The NASA Responsible Official (NRO) is the Lead for the Planning function within the Program Planning and Control Office of the MPCV Program Office.</p> <p>10. DELIVERY: Planning Data Products are submitted as input to the Planning Data Set. Data Reports are presented</p>			

Monthly. Documents are maintained by the MPCV Program Configuration Management function.

Data Products

Frequency of Submission

1. Planning Data Products	Monthly, except as noted
a. Program Baseline	Annual
b. Strategic Assessments	As Requested
c. Program Baseline Attributes	Monthly
i. Implementation Plans	
ii. Program Master Schedule	
iii. CAM schedules	
iv. Product Scheduled	
v. Analysis Schedule	
vi. Interim milestones and events	
vii. Risk	
viii. Technical, Schedule and Cost Assumptions	
d. Program Management Baseline	Annual
e. Cost Estimates with JCL (minimum)	As Requested
f. Cost Evaluations	As Requested
2. Controlled Documents (minimum)	Annual
a. Program Plan	
b. WBS Tree and Data Dictionary	
c. MPCV Requirements Documents	
3. Presentations	Monthly

Data Report

Planning Data Set content	Monthly
Process Improvement and User metrics	Monthly
Cost-Benefit/Recommendation for Certification	120 days following contract start

11. MAINTENANCE: The contractor shall provide access to all content within the Planning Data Set through a single Graphical User Interface (GUI) operational on MPCV Program information technology resources. The GUI shall provide an inventory of data content and permit selection and downloading for local use.

12. COPIES/DISTRIBUTION: See DRL

13. REMARKS: None

DATA REQUIREMENTS DESCRIPTION (DRD)

1a DRD Title Performance Data Set 1.b Data Type: 2	2. Date of current version July 13, 2012	3. DRL Line Item No. MPIC-PC-02	RFP/Contract No. (Procurement completes) NNJ12414367R
4. Use (Define need for, intended use of, and/or anticipated results of data) Logically singular repository of past, current and future Program performance data and information		5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional) SOW 1.1.2.2 White Paper: Performance Management in the MPCV Program	7. Interrelationships (e.g., with other DRDs) (Optional) DRD MPIC-PC-03, Performance Measures DRD MPIC-PC-04, Integrated Analysis		
8. Preparation Information (Include complete instructions for document preparation) <p>SCOPE: The Performance Data Set is a logically singular repository of technical, schedule, cost performance data and information that is accessible by all authorized Program participants, including the Prime Contractor, Prime Contractor subcontractors, NASA participating organizations (aka Non-Prime) and Partners, as applicable. The Performance Data Set shall support data exchange throughout the MPCV Program and its operating environment and shall support data reporting throughout the Program including to Headquarters.</p> <p>CONTENT: The Performance Data Set contains:</p> <ol style="list-style-type: none"> 1. Information reported by Program Suppliers via the Data Management function and information extracted from Supplier presentations via data mining; 2. Functional Data Products; Forecasts and Independent Assessments developed under DRD MPIC-PC-03; and 3. The results of integrated analysis developed under DRD-MPIC-PC-04. <p>Suppliers report performance information in accordance with Contract and Agreement Data Requirements Descriptions (DRDs) which includes as a minimum: a) business rhythm, b) financial, workforce and subcontract reports, c) Integrated Master Schedule (IMS), d) Earned Value Management, e) Risk, and f) quality audit reports. Information obtained by data mining are technical, schedule and cost data determined to be of value by MPIC personnel for assessing current and future Program performance. The performance measures Functional Data Products, forecasts and independent assessments are defined by DRD MPIC-03, Performance Measures. Integrated analysis is defined by DRD MPIC-PC-04.</p> <p>FORMAT: The Performance Data Set shall operate on existing MPCV information technology systems and operating environments, including ICE. Individual items of content shall be linked into the Performance Data Set and not re-hosted. Copying is prohibited. Re-hosting can be accomplished only if initiated by its Data Authority and follows MPCV IT procedure.</p>			
9. OPR: Content comprising the Performance Data Set has a Data Authority responsible for data accuracy and integrity. The Responsible NASA Official (RNO) is the Lead for the Monitoring and Control function within the Program Planning and Control Office of the MPCV Program Office.			

10. DELIVERY: Data Products are submitted as input to the Performance Data Set. Data Reports are presented Monthly, Quarterly or as –requested.

<u>Data Products</u>	<u>Frequency of Submission</u>
1. Data obtained from Supplier Data Reports	Monthly
a. Business Rhythm	
b. Financial, workforce and subcontract reports	
c. Integrated Master Schedule	
d. Earned Value Management reports	
e. Risk reports	
f. Quality Audit reports (e.g., from DCMA)	
g. Other	
2. Data obtained from Mining	Monthly
a. Technical	
b. Schedule	
c. Cost	
d. Other	
3. Performance Measures (See DRD MPIC-PC-03)	
4. Integrated Analysis (See DRD MPIC-PC-04)	
5. Presentations	Monthly

Data Reports

Performance Data Set content	Monthly
Process Improvement and User metrics	Monthly
Data Packages for reporting to HQ/ESD	Quarterly
Data Packages for MPCV Milestone Reviews	As Requested
Cost-Benefit/Recommendation for Certification	120 days following contract start

Updates: The content of the Performance Data Set shall be updated as monthly following Supplier data product submissions and quarterly following Program Reviews.

11. MAINTENANCE: The contractor shall provide access to all content within the Planning Data Set through a single Graphical User Interface (GUI) operational through MPCV Program information technology resources. The GUI shall provide an inventory of data content and permit selection and downloading for local use.

12. COPIES/DISTRIBUTION: See DRL

13. REMARKS: In the performance of SOW WBS Element 1.2, 1.6 and 1.10, obtain source documents that contain Program performance data not otherwise reported; review and extract information; and incorporate it to data already stored in the Performance Data Set. Maintain traceability and integrity for data and information extracted and used.

DATA REQUIREMENTS DESCRIPTION (DRD)

1a DRD Title Performance Measures 1.b Data Type: 2	2. Date of current version June 22, 2012	3. DRL Line Item No. MPIC-PC-03	RFP/Contract No. (Procurement completes) NNJ12414367R
4. Use (Define need for, intended use of, and/or anticipated results of data) Data and information that characterizes past, current and future Program performance		5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional) SOW 1.1.2.2 White Paper: Performance Management in the MPCV Program	7. Interrelationships (e.g., with other DRDs) (Optional) DRD MPIC-PC-01, Planning Data Set DRD MPIC-PC-02, Performance Data Set DRD MPIC-PC-04, Integrated Analysis		
8. Preparation Information (Include complete instructions for document preparation) <p>SCOPE: Performance measures are reports of current and forecast Program-wide technical, schedule and cost performance. There are three individual measures: 1) Functional Data Products, 2) Forecasts and 3) Independent Assessments. Functional Data Products capture and report variance calculated by comparing actual performance, as reported by a Program contractor or NASA participating organization, with planned performance for that function as represented by data in the Planning Data Set (MPIC-PC-01). Variance for an assumption is an assessment of its continuing viability along with an identification of impacts to Program performance, if current viability is different than initially thought. Variance for risk is identification of any changes in technical, schedule, or cost risk, or in mitigation of those identified risks, since the last reporting period along with an assessment of impact. Functional Data Products are historic and are applicable for the time period for which 'actual' values were reported. Forecasts are statements of alternative future performance based on extrapolations of, or projections on, past and current values of Functional Data Products (trends). Independent Assessments are characterizations of current and future performance developed by alternative methodologies such as identifying critical flight-product elements and subsystems, and tracking actual development compared to planned development.</p> <p>CONTENT: Functional Data Products are, as a minimum: 1) cost and workforce variance reports, 2) schedule variance reports, 3) flight product development (schedule) discrepancy reports, 4) Earned Value Management (EVM) assessment reports, 5) risk assessment reports, and 6) assumption validity reports. Forecasts are estimates of technical, schedule and cost performance for the next reporting period, and for completion (i.e., verify cost estimate at completion). Independent Assessments characterize expected technical, schedule and cost performance by alternative methods, such as examination of the development status of critical key component parts that drive assembly complete.</p> <p>FORMAT: Performance Measures are content in the Performance Data Set.</p>			
9. OPR: The Responsible NASA Official (RNO) for technical functional data products and for forecasts and independent assessments is the Lead for Monitor and Control in the PP&C Office. The RNO for Schedule functional products and for integrated cost and schedule products (EVM and IMS) is the Lead for Planning in the PP&C Office. The RNO for (financial) Resource functional products is the JSC Resources Management Office (RMO) matrixed to the Manager of the PP&C Office.			

10. DELIVERY: Data Products are submitted as input to the Performance Data Set. Data Reports are presented Monthly.

Data Products

Frequency of Submission

- | | |
|---|---------|
| 1. Functional Data Products | Monthly |
| a. Cost variance report | |
| b. Workforce variance report | |
| c. Schedule variance report | |
| d. Analysis Schedule | |
| e. Program Earned Value Management report | |
| f. Assumption validity report | |
| g. Risk assessment report | |
| h. Other, as requested | |
| 2. Forecasts | Monthly |
| 3. Independent assessments | Monthly |
| 4. Presentations | Monthly |

Data Report

Content in Performance Data Set Report	Monthly
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Additional Submissions

Performance measures shall be updated monthly following Supplier data product submissions and quarterly following Program Reviews.

11. MAINTENANCE: The contractor shall provide access to the Performance Measures through the Graphical User Interface for the Performance Data Set.

12. COPIES/DISTRIBUTION: See DRL

13. REMARKS: None

DATA REQUIREMENTS DESCRIPTION (DRD)

1a DRD Title Integrated Analysis 1.b Data Type: 2	2. Date of current version June 22, 2012	3. DRL Line Item No. MPIC-PC-04	RFP/Contract No. (Procurement completes) NNJ12414367R
4. Use (Define need for, intended use of, and/or anticipated results of data) Report threats to Program performance to inform the Program Manager in a manner that is actionable		5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional) SOW 1.1.2.2 White Paper: Performance Management in the MPCV Program	7. Interrelationships (e.g., with other DRDs) (Optional) DRD MPIC-PC-02, Performance Data Set DRD MPIC-PC-03, Performance Measures		
8. Preparation Information (Include complete instructions for document preparation) <p>SCOPE: Integrated Analysis provides a summary of the current status and forecast performance of the overall Program with regard to technical, schedule and cost plans and commitment made to the Agency by the Program Manager. Results are presented to the Program Manager. Feedback from the Program Manager is used to continually improve content and format.</p> <p>CONTENT: Integrated Analysis is performed by PP&C and contractor staff using the three Performance Measures documented as DRD MPIC-PC-03. An integrated analysis produces a characterization of current and future Program-wide performance that informs management of threats to 1) staying on budget, 2) maintaining schedule, 3) preserving technical content, and 4) achieving the Program Baseline. The results of Integrated Analysis are reviewed and revised monthly based on updated values of Performance Measures</p> <p>FORMAT: The results of an Integrated Analysis are content in the Performance Data Set and presentations to Program management.</p> <p>9. OPR: The Responsible NASA Official (RNO) is the Lead for the Monitor and Control function within the Program Planning and Control Office of the MPCV Program Office.</p> <p>10. DELIVERY: See DRL</p> <p>11. MAINTENANCE: The contractor shall provide access to the results of integrated Analysis including data and presentations through the Graphical User Interface for the Performance Data Set.</p> <p>12. COPIES: See DRL</p> <p>13. REMARKS: None</p>			

DATA REQUIREMENTS DESCRIPTION (DRD)

1a DRD Title Professional Services 1.b Data Type: 2	2. Date of current version July 13, 2012	3. DRL Line Item No. MPIC-PC-05	RFP/Contract No. (Procurement completes) NNJ12414367R												
4. Use (Define need for, intended use of, and/or anticipated results of data) Support the operation of the MPCV Program Office		5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA													
6. References (Optional) SOW 1.1.2.3	7. Interrelationships (e.g., with other DRDs) (Optional) DRD MPIC-PC-01, Planning Data Set DRD MPIC-PC-02, Performance Data Set DRD MPIC-PC-03, Performance Measures DRD MPIC-PC-04, Integrated Analysis														
8. Preparation Information (Include complete instructions for document preparation) SCOPE: Professional services are performed at the MPCV Program Office at the Johnson Space Center, but extend to program participants throughout the United States. CONTENT: Performance metrics include reports quantifying both the level and quality of service provided and service-unique reports (e.g., security) identified by the Government. FORMAT: Processes shall be documented in a manner that shows roles, responsibilities and interdependencies															
9. OPR : The Responsible NASA Official (RNO) is the Lead for Data Management w/ information systems & technology. Each service is currently being performed and each has a defined process—and with some instructions detailing how work is performed.															
10. DELIVERY: Data Reports are as follows <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;"><u>Data Reports</u></th> <th style="text-align: left;"><u>Frequency of Submission</u></th> </tr> </thead> <tbody> <tr> <td>Process Improvement and Use Metrics Reports</td> <td>Quarterly</td> </tr> <tr> <td>User Metrics and Status Reports</td> <td>Monthly</td> </tr> <tr> <td>Cost-Benefit/Recommendation for Certification</td> <td>120 days following contract start</td> </tr> <tr> <td>Security Management Reports</td> <td>Annual</td> </tr> <tr> <td>IT Management Reports</td> <td>As Requested</td> </tr> </tbody> </table>				<u>Data Reports</u>	<u>Frequency of Submission</u>	Process Improvement and Use Metrics Reports	Quarterly	User Metrics and Status Reports	Monthly	Cost-Benefit/Recommendation for Certification	120 days following contract start	Security Management Reports	Annual	IT Management Reports	As Requested
<u>Data Reports</u>	<u>Frequency of Submission</u>														
Process Improvement and Use Metrics Reports	Quarterly														
User Metrics and Status Reports	Monthly														
Cost-Benefit/Recommendation for Certification	120 days following contract start														
Security Management Reports	Annual														
IT Management Reports	As Requested														
11. MAINTENANCE: Use Metrics and service reports (e.g., security. etc.) shall be maintained by the contractor for review by the government															
12. COPIES: See DRL															
13. REMARKS: None															

DATA REQUIREMENTS DESCRIPTION (DRD)

1a DRD Title Management and Staffing Plan 1.b Data Type: 1	2. Date of current version June 22, 2012	3. DRL Line Item No. MPIC-PM-01	RFP/Contract No. (Procurement completes) NNJ12414367R
4. Use (Define need for, intended use of, and/or anticipated results of data) Document how the work performed by the MPIC contractor will be managed and staffed, and how the quality of work performed will be controlled		5. DRD Category: (check one) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional) DRD MPIC-PM-02		
8. Preparation Information (Include complete instructions for document preparation) <p>SCOPE: The Management and Staffing Plan provides a description of the contractor's approach for accomplishing the SOW inclusive of organization, staffing and quality control. The Plan shall describe a MPIC contractor management system that integrates all of the individual management systems used by the prime contractor as well as by any subcontractors or other organizations performing MPIC work for the Prime contractor. The Plan shall identify the processes and procedures used by the contractor to adhere to regulations and requirements set forth in the solicitation and the resulting contract.</p> <p>Upon approval, the Management and Staffing Plan will become a part of the contract as Attachment J-3.</p> <p>The MPIC Management and Staffing Plan shall address as a minimum:</p> <p>(a) Management:</p> <p>(1) Describe your overall management approach for fulfilling the contract requirements. Document how you will coordinate and integrate work performed under individual Task Orders spanning Program Office, PP&C and SE&I requirements. Address how you will assist MPCV in implementing affordability objectives and initiatives identified in the White Paper, Affordability in the Orion-MPCV Program, available in the MPIC Technical Library.</p> <p>(2) Identify any subcontractors and suppliers providing content and describe how you will manage subcontractors and suppliers including making changes in subcontractor and supplier work and personnel.</p> <p>(3) Describe your proposed organizational structure, including a chart depicting the proposed organization and provide the rationale. Subcontractors and suppliers should be clearly identified. Describe the organizational elements considered critical (or key) to satisfactory performance and provide rationale.</p> <p>(4) Describe your plan for work definition and authorization, scheduling, budgeting, data accumulation, Safety and Mission Assurance, material control, indirect cost management and baseline control.</p> <p>(5) Describe your plan for coordinating and interfacing with other Exploration Systems Development Division Programs Space Launch System at MSFC and Ground Systems Development Operations at KSC. Additionally, in the event that you propose to involve other organizations in performing Program-To-Program work, explain envisioned</p>			

contributions and relationships including coordination of efforts and integration of work product.

(b) Staffing

(1) Describe the methods and techniques you will use to deal with fluctuating workloads, including cross-training/utilization of personnel to accommodate the dynamic needs of the MPCV Program Office.

(2) Discuss any efficiencies anticipated due to the use of standardized products and simplified processes for PP&C work and describe how savings realized could be re-invested.

(3) Describe your recruitment policy, approach and methods including how you will staff positions requiring specific technical skills, and how the contractor will meet or exceed the minimum qualification standards to satisfy the Standard Labor Categories. Discuss how you will manage the effects of staffing level changes on contract performance. Describe how you will communicate and obtain Government concurrence for changing priorities and associated workforce adjustments.

(c) Quality control

(1) Describe the processes you will use to identify, monitor, measure and control cost, schedule, technical and performance risks. Identify any specific risks relative to performance of work under the SOW and any plans to mitigate those risks.

(2) Describe how you will measure and report contractor performance and customer satisfaction for all SOW work being performed under each Task Order. Describe how you plan to continuously improve contractor performance and customer relationships.

FORMAT: Contractor's format is acceptable.

9. OPR: Contracting Officer's Technical Representative

10. DELIVERY: See DRL

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

12. COPIES/DISTRIBUTION: See DRL

13. REMARKS: None

DATA REQUIREMENTS DESCRIPTION (DRD)

1a DRD Title Phase-in Plan 1.b Data Type: 1	2. Date of current version June 22, 2012	3. DRL Line Item No. MPIC-PM-02	RFP/Contract No. (Procurement completes) NNJ12414367R
4. Use (Define need for, intended use of, and/or anticipated results of data) Documents how the MPIC contractor will prepare over a 30-day period to perform the work prescribed by Task Order(s) issued by the Government following contract award.		5. DRD Category: (check one) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional) DRD MPIC-PM-01		
8. Preparation Information (Include complete instructions for document preparation) <p>SCOPE: This Phase-In Plan defines tasks, schedule, responsibilities, and agreements for both the contractor and the Government, necessary to transition to the processes and services accepted by the Government during the proposal and contract award process.</p> <p>CONTENT: The Contractor is expected to meet full performance requirements from the start date of the base contract period. Prior to performance of work ordered by the government under this contract, the Contractor shall manage transition activities, hire personnel, obtain personnel badges, clearances and access to IT systems, train personnel, schedule the performance of ordered work, ensure approval of safety plan, and compliance with contractual Data Requirements Descriptions.</p> <p>The Phase-In Plan documents the MPIC contractor's approach for transitioning from current Orion Project Integration Contract (OPIC) activities being performed under Task Order TA43T-Revision 8, to work performed under Task Orders issued under the MPIC contract. The plan should address, at a minimum, the following information with rationale:</p> <p>(a) Plan for maintaining continuity of services within the MPCV Program for any Task Orders issued 30-day period prior to contract start.</p> <p>(b) Schedule for all phase-in steps and milestones to be accomplished, and approach to how the schedule will be met. Included in the schedule shall be a plan to support the proposal to, and negotiation of, the first task order to be placed under the resultant contract.</p> <p>(c) Priority of positions for staffing,</p> <p>(d) Plan for badging and obtaining personnel clearances</p> <p>(e) Plan for orientation and training personnel.</p> <p>(f) Relationships during phase-in with incumbent contractors and NASA, including support, resources, and interfaces expected from each.</p> <p>(g) Proposed Firm Fixed Price for your Phase-in Plan, in accordance with the Cost/Price Proposal Instructions and Excel</p>			

Pricing Template "Phase-In Plan" [Section L.14.6 (d)].

FORMAT: Contractor's format is acceptable.

9. OPR: Contracting Officer's Technical Representative

10. DELIVERY: See DRL

11. MAINTENANCE: Electronic, as required

12. COPIES/DISTRIBUTION: See DRL

13. REMARKS: None

DATA REQUIREMENTS DESCRIPTION (DRD)

1a DRD Title Close-out Plan 1.b Data Type: 1	2. Date of current version June 22, 2012	3. DRL Line Item No. MPIC-PM-03	RFP/Contract No. (Procurement completes) NNJ12414367R
4. Use (Define need for, intended use of, and/or anticipated results of data) Document how the work performed by the MPIC contractor will be closed-out		5. DRD Category: (check one) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional) SOW 1.1.1.B	7. Interrelationships (e.g., with other DRDs) (Optional)		
8. Preparation Information (Include complete instructions for document preparation) <p>SCOPE: Document the information necessary to transition the MPIC contract to any follow-on contract and to close out the existing contract.</p> <p>CONTENT: The content of the deliverables shall include:</p> <ul style="list-style-type: none"> (a) Implementation Strategy (b) Task description and schedule (c) Staffing profile (d) Cost Estimate, including the following: <ul style="list-style-type: none"> 1. Labor resources: <ul style="list-style-type: none"> a. List of all direct labor skills by labor category segregated by current Work Breakdown Structure (WBS) b. The number of FTEs (Full Time Equivalents) and the estimated number of productive hours for each labor category currently on contract, segregated by current WBS c. Seniority level of all skills on the current contract 2. Non-labor resources: <ul style="list-style-type: none"> a. List of all materials, equipment, travel, supplies, etc., and the incurred annual cost by WBS b. Provide a discussion associated with the major items identified above 3. The projected liability cost associated with unused accrued paid leave associated with non-exempt personnel. Provide a copy of any Collective Bargaining Agreements in place and a current status of any upcoming negotiations with a union. 4. List of all contractor-owned equipment (at the time of delivery of this DRD) being used in the performance of the contract. The list of equipment shall include: <ul style="list-style-type: none"> a. Description of the equipment (include make and model #) b. Location of the equipment (address, building and room #) <p>FORMAT: Contractor's format is acceptable</p>			
9. OPR: Contracting Officer			
10. DELIVERY: See DRL			
11. MAINTENANCE: Electronically			

12. COPIES/DISTRIBUTION: See DRL

13. REMARKS: None

DATA REQUIREMENTS DESCRIPTION (DRD)

1a DRD Title Total Compensation Plan	2. Date of current version July 13, 2012	3. DRL Line Item No. MPIC-PM-04	RFP/Contract No. (Procurement completes) NNJ12414367R
1.b Data Type: 1		5. DRD Category: (check one) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
4. Use (Define need for, intended use of, and/or anticipated results of data) To describe the offeror's approach to providing the quality of professional services needed for contract performance.		6. References (Optional) FAR 52.52.222-46, "Evaluation of Compensation For Professional Employees" FAR 52.237-10, "Identification of Uncompensated Overtime" NFS 1852.231-71, "Determination of Compensation Reasonableness"	
7. Interrelationships (e.g., with other DRDs) (Optional) MPIC-BM-01 MPIC-BM-02		8. Preparation Information (Include complete instructions for document preparation) <p>SCOPE: The Total Compensation Plan will identify and discuss wages, salaries, and fringe benefits for professional employees and non-exempt service employees in all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The Total Compensation Plan will be required for both the prime and all subcontractors that meet the criteria in NFS 1852.231-71(d). The compensation templates shall be provided in the cost volume.</p> <p>Upon approval, the Total Compensation Plan will become a part of the contract as Attachment J-7.</p> <p>CONTENT:</p> <ol style="list-style-type: none"> 1. Provide a discussion of the qualification criteria (education and experience) that is normally associated with the labor classifications identified. Explain how the Offeror's proposed compensation plan recognizes the differences in skills and complexities of varied disciplines as well as job difficulty. Discuss the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. 2. Provide the Offeror's company's salary range/wage information for each labor classification identified. Salary ranges will also reflect the impact of employment tenure. Describe planned escalations for exempt and non-exempt employees. 3. Discuss the Offeror's company's fringe benefit policies and practices, including leave programs. Indicate any differences in fringe benefits among working groups. Inclusive of, but not limited to, address the Offeror's company policy on short and long term disability insurance, and life insurance, including information on the types of benefits offered, and the company share of premium costs. 4. Describe the Offeror's company policy on health insurance coverage, including information in the types of health insurance benefits offered, the company's share of premium costs, what co-pays are required, the deductibles, the effective date of coverage, and the anticipated escalation of insurance costs. Also include the offeror's policy 	

on assuming health insurance coverage for incumbent employees, including pre-existing medical conditions, and the Offeror's policy on spouse and family benefits.

5. Describe the Offeror's policy on retirement/savings plans, including how much the company provides toward the plan and information on vesting. Address escalation and employer/employee cost sharing ratios.
6. Discuss other salary payment policies, such as cost-of-living adjustments, overtime pay, holiday pay, and other premium pay anticipated.
7. If uncompensated overtime is proposed, it shall be in accordance with FAR 52.237-10, "Identification of Uncompensated Overtime". If proposed, the Offeror shall discuss the effects of uncompensated overtime on the Total Compensation Plan, and provide a discussion as to whether the uncompensated overtime is voluntary or involuntary. Describe the possible effects that uncompensated overtime will have on employee morale and retention. The Offeror will provide a copy of the company policy for uncompensated overtime with proposal.
8. The Offeror will describe incentives to motivate and reward performance and to encourage the retention of personnel. The Offeror will describe the policies, procedures, and experience related to these incentives.
9. Describe how wage/salary ranges were established. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations used in establishing this proposed Total Compensation Plan. The Offeror shall provide written support to demonstrate that its proposed compensation is reasonable.

FORMAT: Contractor's format is acceptable but must include the content listed above.

9. OPR: Contracting Officer

10. DELIVERY: See DRL

11. MAINTENANCE: Electronically

12. COPIES/DISTRIBUTION: See DRL

13. REMARKS: None

DATA REQUIREMENTS DESCRIPTION (DRD)

1a DRD Title Organization Conflict of Interest Avoidance Plan 1.b Data Type: 1	2. Date of current version June 22, 2012	3. DRL Line Item No. MPIC-PM-05	RFP/Contract No. (Procurement completes) NNJ12414367R
4. Use (Define need for, intended use of, and/or anticipated results of data) To ensure that conflict of interest mitigation exists, and to ensure that the contractor provides unbiased impartial advice and adequately protects sensitive, proprietary data belonging to other contractors.		5. DRD Category: (check one) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional) National Aeronautics and Space Administration's Guide on Organizational Conflicts of Interest March 2010	7. Interrelationships (e.g., with other DRDs) (Optional) http://www.hq.nasa.gov/office/procurement/OCIGuide.pdf		
8. Preparation Information (Include complete instructions for document preparation) <p>SCOPE: In accordance with NFS 1852.237-72, Access to Sensitive Information, the contractor shall deliver a Organizational Conflict of Interest (OCI) Avoidance Plan with the proposal. This plan shall become part of the contract after review and approval by NASA as Attachment J-8.</p> <p>CONTENT: The OCI Avoidance Plan shall discuss the following:</p> <p>(a) Situations anticipated that may impair the contractor's objectivity or biased judgment.</p> <p>(b) Company/team conflicts of interest avoidance techniques.</p> <p>(c) Conflicts of interest that cannot be avoided or mitigated.</p> <p>(d) Mitigation of utilization any sensitive information coming into the contractor's possession only for the purposes of performing the services specified in this contract which may improve the contractor's competitive position in another procurement.</p> <p>(e) Safeguards for sensitive information coming into its possession from unauthorized use and disclosure.</p> <p>(f) Safeguards for allowing access to sensitive information only to those employees that need it to perform services under this contract.</p> <p>(g) Mitigation precluding access and disclosure of sensitive information to persons and entities outside of the contractor's organization.</p> <p>(h) 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.</p> <p>(i) Plans to obtain a written affirmation from each employee that he/she has received and shall comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.</p> <p>(j) 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.</p> <p>FORMAT: MS Word</p>			

9. OPR: Contracting Officer

10. DELIVERY: See DRL

11. MAINTENANCE: Electronically

12. COPIES/DISTRIBUTION: See DRL

13. REMARKS: None

DATA REQUIREMENTS DESCRIPTION (DRD)

1a DRD Title Safety and Health Plan 1B. Data Type: 1	2. Date of current version June 22, 2012	3. DRL Line Item No. MPIC-SA-01	RFP/Contract No. (Procurement completes) NNJ12414367R
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		5. DRD Category: (check one) <input type="checkbox"/> Technical <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> SR&QA	
6. References (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	7. Interrelationships (e.g., with other DRDs) (Optional) MPIC-SA-02, Safety and Health Program Self Evaluation		
8. Preparation Information (Include complete instructions for document preparation) SCOPE: THIS VERSION OF THE SAFETY AND HEALTH PLAN REQUIREMENTS IS RESTRICTED TO SERVICE CONTRACTS PERFORMED PRIMARILY IN NONHAZARDOUS SETTINGS (SUCH AS AN OFFICE ENVIRONMENT) FORMAT and CONTENT: 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 its 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 choose 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 mishaps). 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.

9. OPR: JSC Safety and Test Operations Division, mail code NS

10. DELIVERY: See DRL

11. MAINTENANCE: Electronically

12. COPIES/DISTRIBUTION: See DRL

13. REMARKS: None

DATA REQUIREMENTS DESCRIPTION (DRD)

1a DRD Title Safety and Health Program Self Evaluation 1B. Data Type: 1	2. Date of current version June 22, 2012	3. DRL Line Item No. MPIC-SA-02	RFP/Contract No. (Procurement completes) NNJ12414367R
4. Use (Define need for, intended use of, and/or anticipated results of data) Self-evaluation of Contractor's safety and health program performance.		5. DRD Category: (check one) <input type="checkbox"/> Technical <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> SR&QA	
6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional) MPIC-SA-01, Safety and Health Plan		
8. Preparation Information (Include complete instructions for document preparation) INSTRUCTIONS: 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.			
9. OPR: JSC Safety and Test Operations Division, mail code NS			

10. DELIVERY: See DRL

11. MAINTENANCE: Electronically

12. COPIES/DISTRIBUTION: See DRL

13. REMARKS: None

JSC DATA REQUIREMENTS LIST (DRL)

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

a. Title of Contract, Project, SOW, etc. Multi-Purpose Crew Vehicle Integration Contract		b. Contract/RFP No. NNJ12414367R		c. DRL Date/Mod Date July 13, 2012		
1. Line item no. MPIC-PM-01	2. DRD Title Management and Staffing Plan	3. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency UR	5. As-of-date	6. 1 st subm. date With Proposal	7. Copies a. Type b. Other 2
	8. Distribution (Continue on a blank sheet if needed) GP/COTR BT/Contracting Officer		9. Remarks 7a. Electronic Copy 7b. 1 7a. Hard Copy 7b. 1			
1. Line item no. MPIC-PM-02	2. DRD Title Phase-In Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency OT	5. As-of-date	6. 1 st subm. date With Proposal	7. Copies a. Type b. Other 2
	8. Distribution (Continue on a blank sheet if needed) GP/COTR BT/Contracting Officer		9. Remarks 7a. Electronic Copy 7b. 1 7a. Hard Copy 7b. 1			
1. Line item no. MPIC-PM-03	2. DRD Title Closeout Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency UR	5. As-of-date	6. 1 st subm. date	7. Copies a. Type b. Other 2
	8. Distribution (Continue on a blank sheet if needed) GP/COTR BT/Contracting Officer		9. Remarks 7a. Electronic Copy 7b. 1 7a. Hard Copy 7b. 1			
1. Line item no. MPIC-PM-04	2. DRD Title Total Compensation Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AR	5. As-of-date	6. 1 st subm. date With Proposal	7. Copies a. Type b. Other 2
	8. Distribution (Continue on a blank sheet if needed) GP/COTR BT/Contracting Officer BB/Contractor Industrial Relations Officer		9. Remarks 4. Update 3 years following contract award or upon any major changes to the Total Compensation Plan 7a. Electronic Copy 7b. 1 7a. Hard Copy 7b. 1			

Short Form Instructions for Completing JSC Form 2323 & 2323A

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

DRL IDENTIFICATION

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

LINE ITEM IDENTIFICATION

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

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

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

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

JSC DATA REQUIREMENTS LIST (DRL)

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

a. Title of Contract, Project, SOW, etc. Multi-Purpose Crew Vehicle Integration Contract	b. Contract/RFP No. NNJ12414367R	c. DRL Date/Mod Date July 13, 2012
<p>1. Line item no. MPIC-PM-05</p> <p>2. DRD Title Organizational Conflict of Interest Avoidance</p> <p>3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request</p>	<p>4. Frequency AR</p> <p>5. As-of-date With Proposal</p> <p>6. 1st subm. date 7. Copies a. Type b. Other 2</p>	<p>9. Remarks 6. Draft submitted with proposal, final submitted 45 days after contract start. 7a. Electronic Copy 7b. 1 7a. Hard Copy 7b. 1</p>
<p>1. Line item no. MPIC-BM-01</p> <p>2. DRD Title NF 533 Cost Reporting</p> <p>3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request</p>	<p>4. Frequency MO</p> <p>5. As-of-date See Block 9</p> <p>6. 1st subm. date 7. Copies a. Type b. Other 3</p>	<p>9. Remarks 4. Not later than 10 working days following the close of the contractor's monthly accounting period. 6. 40 days after contract start 7a. Electronic Copy 7b. 1 7a. Hard Copy 7b. 2</p>
<p>1. Line item no. MPIC-BM-02</p> <p>2. DRD Title Workforce Reports</p> <p>3. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input checked="" type="checkbox"/> (3) Submitted upon request</p>	<p>4. Frequency SA</p> <p>5. As-of-date See Block 9</p> <p>6. 1st subm. date 7. Copies a. Type b. Other 3</p>	<p>9. Remarks 6. Not later than 180 days following contract start 7a. Electronic Copy 7b. 1 7a. Hard Copy 7b. 2</p>
<p>1. Line item no.</p> <p>2. DRD Title</p> <p>3. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request</p>	<p>4. Frequency</p> <p>5. As-of-date</p> <p>6. 1st subm. date</p> <p>7. Copies a. Type b.</p>	<p>9. Remarks</p>
<p>8. Distribution (Continue on a blank sheet if needed)</p> <p>BT/Contracting Officer GA/COTR</p>	<p>8. Distribution (Continue on a blank sheet if needed)</p> <p>BT/Contracting Officer LZ/MPCV Resources Management Office (RMO) Analyst LZ/MPCV RMO Cost Accountant</p>	<p>8. Distribution (Continue on a blank sheet if needed)</p> <p>BT/Contracting Officer LZ/MPCV Resources Management Office (RMO) Analyst LZ/MPCV RMO Cost Accountant</p>

Short Form Instructions for Completing JSC Form 2323 & 2323A

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

DRL IDENTIFICATION

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

LINE ITEM IDENTIFICATION

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

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

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

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

JSC DATA REQUIREMENTS LIST (DRL)

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

a. Title of Contract, Project, SOW, etc. Multi-Purpose Crew Vehicle Integration Contract		b. Contract/RFP No. NNJ12414367R		c. DRL Date/Mod Date July 13, 2012		
1. Line item no. MPIC-SA-01	2. DRD Title Safety and Health Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency OT	5. As-of-date	6. 1 st subm. date With Proposal	7. Copies a. Type Other b. 2
9. Remarks 7a. Electronic Copy 7b. 1 7a. Hard Copy 7b. 1						
1. Line item no. MPIC-SA-02	2. DRD Title Safety & Health Self-Evaluation	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AN	5. As-of-date	6. 1 st subm. date See Block 9	7. Copies a. Type Other b. 2
9. Remarks 6. Due on September 30 th following contract start 7a. Electronic Copy 7b. 1 7a. Hard Copy 7b. 1						
1. Line item no. MPIC-PC-01	2. DRD Title Planning Data Set	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency MO	5. As-of-date	6. 1 st subm. date See Block 9	7. Copies a. Type Other b. 1
9. Remarks 4. Multiple: See DRD 6. 30 days following contract Phase-In 7a. Electronic delivery into Planning Data Set via MPCV Data Management 7b. 1						
1. Line item no. MPIC-PC-02	2. DRD Title Performance Data Set	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency MO	5. As-of-date	6. 1 st subm. date See Block 9	7. Copies a. Type Other b. 1
9. Remarks 4. Multiple: See DRD 6. 30 days following contract Phase-In 7a. Electronic delivery into Planning Data Set via MPCV Data Management 7b. 1						

Short Form Instructions for Completing JSC Form 2323 & 2323A

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

DRL IDENTIFICATION

- a. Title - Enter nomenclature descriptive of activity to which the DRL pertains, such as project, contract, statement of work, or request for proposal.
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LINE ITEM IDENTIFICATION

1. Line Item No. - Number line items sequentially, 1 through 999. Items 1, 2, 3, 4 are preprinted on JSC Form 2323. JSC Form 2323A is numbered 5 and following.
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 - (1) Written Approval - Data requiring written approval by the NASA OPR before implementation into procurement or development program.
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<u>Code</u>	<u>Description</u>	<u>Code</u>	<u>Description</u>	<u>Code</u>	<u>Description</u>
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7. Copies - Complete 7a and 7b as specified below.
 - a. Type - Enter code as follows:

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

JSC DATA REQUIREMENTS LIST (DRL)

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

a. Title of Contract, Project, SOW, etc. Multi-Purpose Crew Vehicle Integration Contract	b. Contract/RFP No. NNJ12414367R	c. DRL Date/Mod Date June 22, 2012
<p>1. Line item no. MPIC-PC-03</p> <p>2. DRD Title Performance Measures</p> <p>3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request</p> <p>8. Distribution (Continue on a blank sheet if needed) BT/Contracting Officer GA/NRO: See DRD Item 9. OPR</p>	<p>4. Frequency MO</p> <p>5. As-of-date</p> <p>6. 1st subm. date See Block 9</p> <p>7. Copies a. Type b. Other 1</p> <p>9. Remarks 4. Multiple: See DRD 6. 30 days following contract Phase-In 7a. Electronic into Performance Data Set 7b. 1</p>	
<p>1. Line item no. MPIC-PC-04</p> <p>2. DRD Title Integrated Analysis</p> <p>3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request</p> <p>8. Distribution (Continue on a blank sheet if needed) BT/Contracting Officer GA/NRO: See DRD Item 9. OPR</p>	<p>4. Frequency MO</p> <p>5. As-of-date</p> <p>6. 1st subm. date See Block 9</p> <p>7. Copies a. Type b. Other 1</p> <p>9. Remarks 4. Multiple: See DRD 6. 30 days following contract Phase-In 7a. Electronic into Planning Data Set 7b. 1</p>	
<p>1. Line item no. MPIC-PC-05</p> <p>2. DRD Title Professional Services</p> <p>3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request</p> <p>8. Distribution (Continue on a blank sheet if needed) BT/Contracting Officer GA/NRO: See DRD Item 9. OPR</p>	<p>4. Frequency MO</p> <p>5. As-of-date</p> <p>6. 1st subm. date See Block 9</p> <p>7. Copies a. Type b. Other 1</p> <p>9. Remarks 4. Multiple: See DRD 6. 90 days following contract Phase In 7a. Electronic Copy 7b. 1</p>	
<p>1. Line item no.</p> <p>2. DRD Title</p> <p>3. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request</p> <p>8. Distribution (Continue on a blank sheet if needed)</p>	<p>4. Frequency</p> <p>5. As-of-date</p> <p>6. 1st subm. date</p> <p>7. Copies a. Type b.</p> <p>9. Remarks</p>	

Short Form Instructions for Completing JSC Form 2323 & 2323A

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

DRL IDENTIFICATION

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

LINE ITEM IDENTIFICATION

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

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

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

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

ATTACHMENT J-3: Management and Staffing Plan

Management and Staffing Plan dated December 12, 2012 is incorporated by reference



PART 2.1 — MANAGEMENT AND STAFFING PLAN
DRD MPIC-PM-01

Prepared by:

(b) (4)

Manager, ARES Houston Engineering and Risk Management

Reviewed by:

A handwritten signature in blue ink that reads "Melba York".

Melba York
MPIC Program Manager, Vice President, ARES

Approved by:

A handwritten signature in blue ink that reads "William Vantine".

William Vantine, Ph.D.
President, ARES Technical Services Corporation

PURSUANT TO 5 USC 552

14 PAGES ARE EXEMPT FROM RELEASE IN THEIR ENTIRETY

PER FOIA EXEMPTION (b)(4)

ATTACHMENT J-4: Phase-In Plan

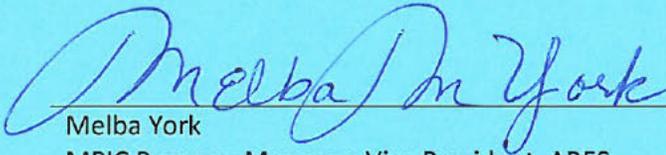
Phase-In Plan dated December 12, 2012 is incorporated by reference



PART 2.2 — PHASE-IN PLAN
DRD MPIC-PM-02

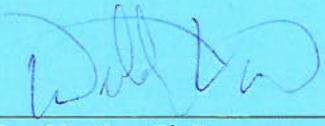
(b) (4)

Reviewed by:



Melba York
MPIC Program Manager, Vice President, ARES

Approved by:



William Vantine, Ph.D.
President, ARES Technical Services Corporation

PURSUANT TO 5 USC 552

9 PAGES ARE EXEMPT FROM RELEASE IN THEIR ENTIRETY

PER FOIA EXEMPTION (b)(4)

ATTACHMENT J-5: Safety and Health Plan

Safety and Health Plan dated August 13, 2012 is incorporated by reference



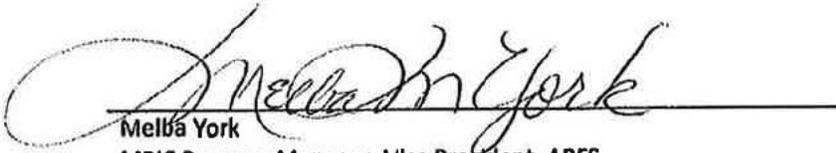
**PART 3 – SAFETY AND HEALTH PLAN
DRD MPIC-SA-01**

Prepared by:

(b) (4)

ARES Houston Operations Safety Manager

Reviewed by:



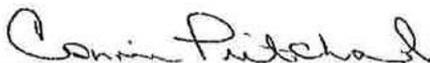
Melba York
MPIC Program Manager, Vice President, ARES

Approved by:

For William Vantine,

(b) (4)

William Vantine, Ph.D.
President, ARES Technical Services Corporation



Connie Pritchard
JSC Safety and Test Operations Division



Angel P. Ryz
JSC Occupational Health Officer, Clinical Services Branch,
Space Medicine Division

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39 PAGES ARE EXEMPT FROM RELEASE IN THEIR ENTIRETY

PER FOIA EXEMPTION (b)(4)

ATTACHMENT J-6: Integrated Collaborative Environment (ICE) and Operating Tool Suite

(b) (4)

ATTACHMENT J-7: Total Compensation Plan

Total Compensation Plan dated December 12, 2012 is incorporated by reference



PART 2.4 — TOTAL COMPENSATION PLAN
DRD MPIC-PM-04

Prepared by:

(b) (4)

Human Resources Specialist, ARES Holding Corporation

Reviewed by:

A handwritten signature in cursive script that reads "Melba York".

Melba York
MPIC Program Manager, Vice President, ARES

Approved by:

A handwritten signature in cursive script that reads "William Vantine".

William Vantine, Ph.D.
President, ARES Technical Services Corporation

PURSUANT TO 5 USC 552

13 PAGES ARE EXEMPT FROM RELEASE IN THEIR ENTIRETY

PER FOIA EXEMPTION (b)(4)

ATTACHMENT J-8: Organizational Conflict of Interest Avoidance Plan

Organizational Conflict of Interest Avoidance Plan dated August 13, 2012 is incorporated by reference



A MPCV PROGRAM INTEGRATION CONTRACT (MPIC) OCI AVOIDANCE PLAN

Prepared by:

(b) (4)

ARES Contracts Manager

Reviewed by:

A handwritten signature in cursive script that reads "Melba York".

Melba York
MPIC Program Manager

Approved by:

A handwritten signature in cursive script that reads "William Vantine".

William Vantine, Ph.D.
President, ARES Technical Services Corporation

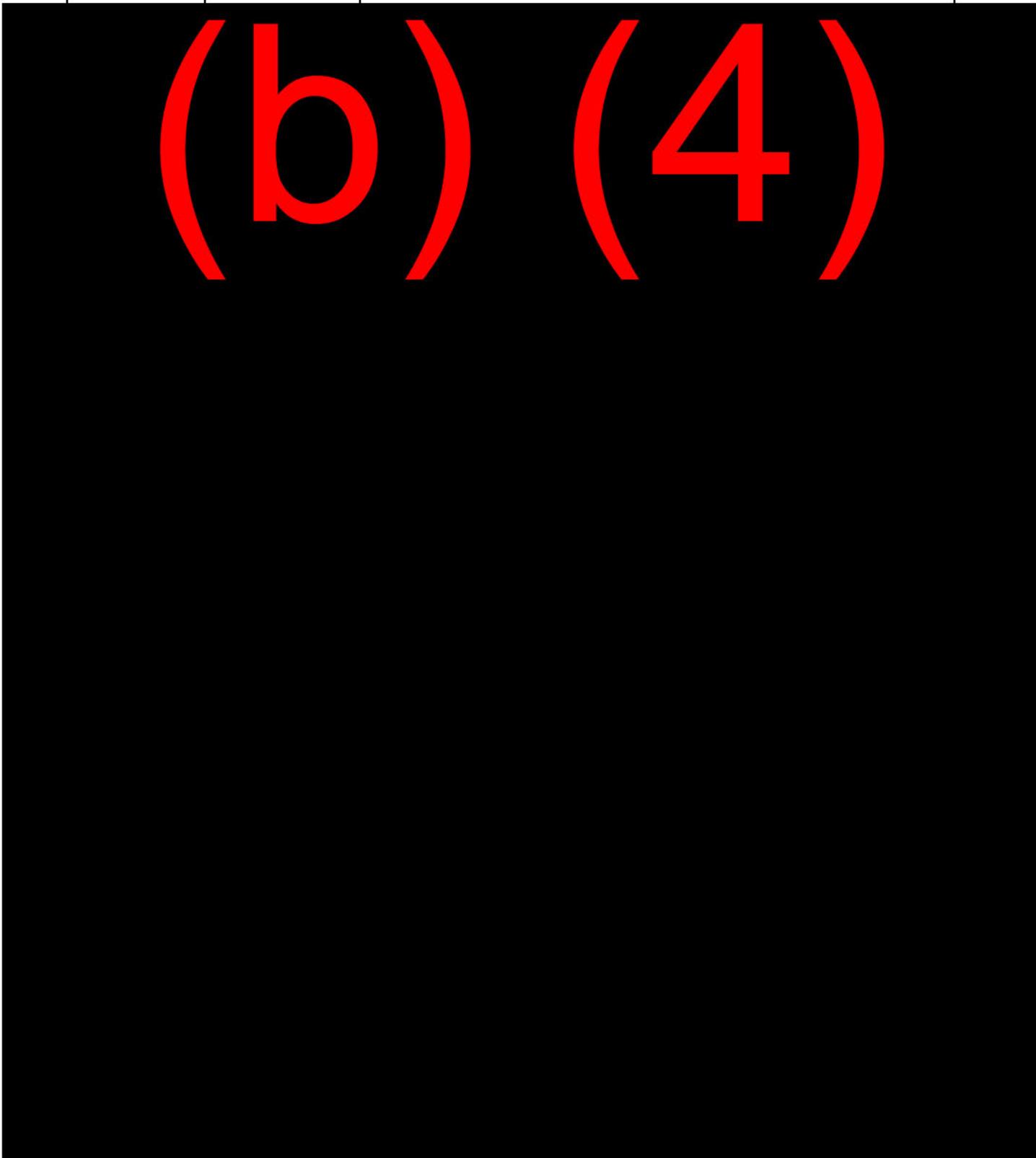
PURSUANT TO 5 USC 552

17 PAGES ARE EXEMPT FROM RELEASE IN THEIR ENTIRETY

PER FOIA EXEMPTION (b)(4)

ATTACHMENT J-9: Standard Labor Category Descriptions

SLC	Education	Job Description and Map
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(b) (4)

PURSUANT TO 5 USC 552

2 PAGES ARE EXEMPT FROM RELEASE IN THEIR ENTIRETY

PER FOIA EXEMPTION (b)(4)

ATTACHMENT J-10: Personal Identity Verification (PIV) Card Issuance Procedures**PIV Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel**

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

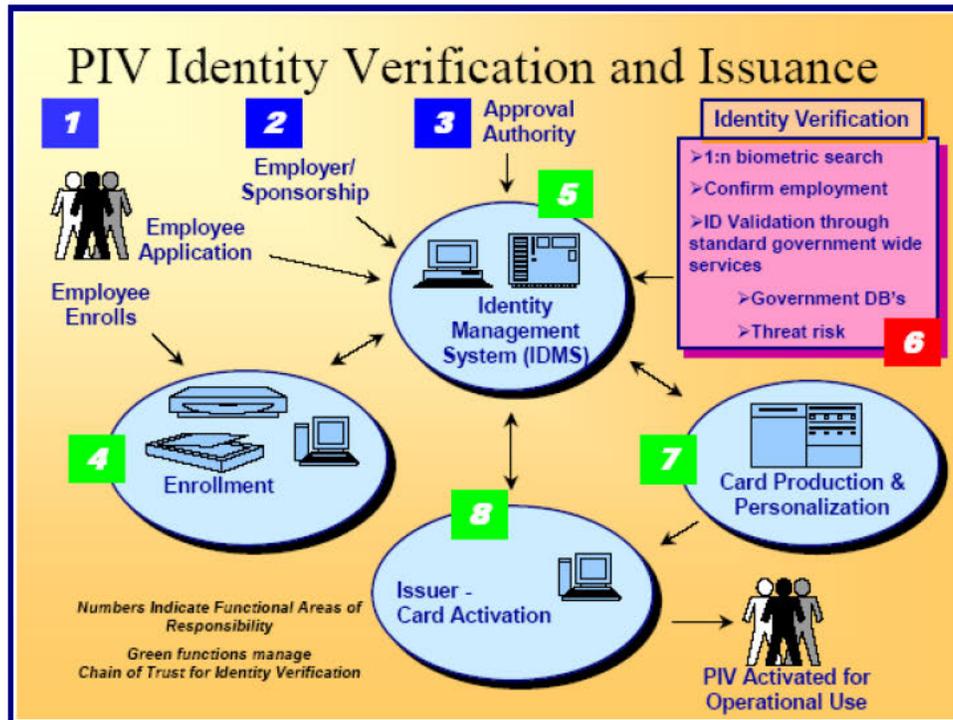


Figure A-1, FIPS 201, Appendix A

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

Step 1:

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

risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane). Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication.

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

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

Step 2:

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

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

Step 3:

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

Step 4:

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

Step 5:

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is

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

rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

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

Step 6:

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

Step 7:

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

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

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

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

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

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

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.

2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.

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

ATTACHMENT J-11: DD FORM 254: CONTRACT SECURITY CLASSIFICATION SPECIFICATION

Will be provided upon contract submission

J-11 DD Form 254

<p>DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION</p> <p><i>(The requirements of the DoD Industrial Security Manual apply to all aspects of this effort)</i></p>				<p>1. CLEARANCE AND SAFEGUARDING</p> <p>a. FACILITY CLEARANCE REQUIRED <input checked="" type="checkbox"/></p> <p>b. LEVEL OF SAFEGUARDING REQUIRED <input checked="" type="checkbox"/></p>																																																																																					
<p>2. THIS SPECIFICATION IS FOR: (X and complete as applicable)</p> <p>a. PRIME CONTRACT NUMBER</p> <p>b. SUBCONTRACT NUMBER</p> <p>c. SOLICITATION OR OTHER NUMBER Due Date (YYMMDD)</p>			<p>3. THIS SPECIFICATION IS: (X and complete as applicable)</p> <p>a. ORIGINAL (Complete date in all cases) Date (YYMMDD)</p> <p>b. REVISED (Supersedes all previous specs) Revision No. Date (YYMMDD)</p> <p>c. FINAL (Complete Item 5 in all cases) Date (YYMMDD)</p>																																																																																						
<p>4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes complete the following</p> <p>Classified material received or generated under (Preceding Contract Number) is transferred to this follow-on contract</p>																																																																																									
<p>5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input type="checkbox"/> NO. If Yes complete the following</p> <p>In response to the contractor's request dated <u>N/A</u>, retention of the identified classified material is authorized for the period of <u>N/A</u>.</p>																																																																																									
<p>6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)</p> <p>a. NAME, ADDRESS, AND ZIP CODE b. CAGE CODE c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)</p> <p style="margin-left: 550px;">DSS-Defense Security Service</p>																																																																																									
<p>7. SUBCONTRACTOR</p> <p>a. NAME, ADDRESS, AND ZIP CODE b. CAGE CODE c. COGNIZANT SECURITY OFFICES (Name, Address, and Zip Code)</p>																																																																																									
<p>8. ACTUAL PERFORMANCE</p> <p>a. LOCATION b. CAGE CODE c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)</p> <p>NASA/Johnson Space Center N/A N/A 2101 NASA Parkway Houston, TX 77058-3696</p>																																																																																									
<p>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</p>																																																																																									
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">10. THIS CONTRACT WILL REQUIRE ACCESS TO:</td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> <td style="width: 35%;">11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</td> <td style="width: 5%;"></td> <td style="width: 5%;"></td> </tr> <tr> <td>a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY</td> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td>b. RESTRICTED DATA</td> <td></td> <td style="text-align: center;">X</td> <td>b. RECEIVE CLASSIFIED DOCUMENTS ONLY</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>c. RECEIVE AND GENERATE CLASSIFIED MATERIAL</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>d. FORMERLY RESTRICTED DATA:</td> <td></td> <td style="text-align: center;">X</td> <td>d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>e. INTELLIGENCE INFORMATION:</td> <td></td> <td></td> <td>e. PERFORM SERVICES ONLY</td> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td> (1) Sensitive Compartmented Information (SCI)</td> <td></td> <td style="text-align: center;">X</td> <td>f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td> (2) Non-SCI</td> <td></td> <td style="text-align: center;">X</td> <td>g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>f. SPECIAL ACCESS INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>h. REQUIRE A COMSEC ACCOUNT</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>g. NATO INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>i. HAVE A TEMPEST REQUIREMENT</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>h. FOREIGN GOVERNMENT INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS</td> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td>i. LIMITED DISSEMINATION INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>j. FOR OFFICIAL USE ONLY INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>l. OTHER (Specify). SEE BLOCK 13 REMARKS</td> <td></td> <td></td> </tr> <tr> <td>k. OTHER (Specify)</td> <td></td> <td style="text-align: center;">X</td> <td></td> <td></td> <td></td> </tr> </table>						10. THIS CONTRACT WILL REQUIRE ACCESS TO:			11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:			a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X		b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X	c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		X	d. FORMERLY RESTRICTED DATA:		X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X	e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY	X		(1) Sensitive Compartmented Information (SCI)		X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X	(2) Non-SCI		X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X	f. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT		X	g. NATO INFORMATION		X	i. HAVE A TEMPEST REQUIREMENT		X	h. FOREIGN GOVERNMENT INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	X		i. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X	j. FOR OFFICIAL USE ONLY INFORMATION		X	l. OTHER (Specify). SEE BLOCK 13 REMARKS			k. OTHER (Specify)		X			
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g. NATO INFORMATION		X	i. HAVE A TEMPEST REQUIREMENT		X																																																																																				
h. FOREIGN GOVERNMENT INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	X																																																																																					
i. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X																																																																																				
j. FOR OFFICIAL USE ONLY INFORMATION		X	l. OTHER (Specify). SEE BLOCK 13 REMARKS																																																																																						
k. OTHER (Specify)		X																																																																																							

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12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public release shall be submitted for approval prior to release

Direct

Through (Specify):

NASA/Johnson Space Center AP/Public Affairs Office Houston, TX 77058-3696

To the Office of Public Affairs, National Aeronautics and Space Administration, Washington, DC 20546, for review.

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.

*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes: to challenge the guidance or classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any document/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.

Performance of this contract will not involve the receipt, generation, and storage of classified information at the contractor's facility; therefore, classified material cannot be sent to the contractor under this contract. Access to classified information/areas will occur at the user agency NASA/JSC as being the primary location and other locations where the requirement is covered by the obligations specified in Section C of the basic contract document. Only U.S. citizens granted a final personnel security clearances are eligible for access to classified material. The contractor must meet and comply with the facility clearance requirements for TOP SECRET/SECRET level clearances. In addition, must meet and maintain the industrial security requirements for access to classified information at the TOP SECRET/SECRET level. This being in accordance with the National Industrial Security Program Operating Manual, DOD 5220.22-M, dated February 28, 2006 and other NASA/JSC security procedures and guidelines.

The period of performance is from April 1, 2013 through September 30, 2015. (When contract has been awarded)

Questions or request concerning clarification or interpretation regarding security requirements shall be directed to the NASA/JSC Industrial Security Specialist at 281-483-6700.

"THIS DD FORM 254 IS ISSUED FOR PRE-AWARD PURPOSES ONLY."

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

Yes

No

(a) National Industrial Security Program Operating Manual, DOD 5220.22-M, dated February 28, 2006; (b) JSC Security Handbooks, Manuals, Regulations, Instructions, and Directives (current editions as of the date of Contract Award), as well as any other applicable policies and procedures set forth within the Contract and as identified by NASA.

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

Yes

No

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

Wayne Sings

b. TITLE

Security Specialist

c. TELEPHONE (Include Area Code)

281-483-6700

d. ADDRESS (Include ZIP Code)

2101 NASA Parkway
Houston, Texas 77058

e. SIGNATURE

17. REQUIRED DISTRIBUTION

a. CONTRACTOR

b. SUBCONTRACTOR

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

e. ADMINISTRATIVE CONTRACTING OFFICER

f. OTHERS AS NECESSARY