

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

1. REQUISITION NUMBER: _____ PAGE OF: 1 | 48

2. CONTRACT NO. NNK130W20B

3. AWARD EFFECTIVE DATE: 02/01/2013

4. ORDER NUMBER: _____

5. SOLICITATION NUMBER: NNK12423244R

6. SOLICITATION ISSUE DATE: 05/18/2012

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Donald Wood

b. TELEPHONE NUMBER (No collect calls): 321-867-6235

8. OFFER DUE DATE/LOCAL TIME: E'T

9. ISSUED BY: NASA/John F. Kennedy Space Center
 Office of Procurement
 Mail Code OP-OS
 Kennedy Space Center FL 32899

CODE: KSC

10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE: % FOR: _____

SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 EDWOSB

8(A)

NAICS: 561110
 SIZE STANDARD: \$7.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE

12. DISCOUNT TERMS: Net 30 days

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700):

13b. RATING: DO-C9

14. METHOD OF SOLICITATION: RFQ IFB RFP

15. DELIVER TO: NASA Kennedy Space Center
 Kennedy Space Center FL 32899

CODE: _____

16. ADMINISTERED BY: NASA/Kennedy Space Center
 Office of Procurement
 Mail Code OP-OS
 Kennedy Space Center FL 32899

CODE: KSC

17a. CONTRACTOR/OFFEROR: WICHITA TRIBAL ENTERPRISES, LLC
 1831 E 71ST ST
 TULSA OK 74136-3922

CODE: 594F1

FACILITY CODE: _____

18a. PAYMENT WILL BE MADE BY: NASA/Shared Services Center
 Financial Management Division (FMD)
 Accounts Payable
 Bldg 1111, C Road
 NSSC-AccountsPayable@nasa.gov
 Stennis Space Center MS 39529-6000

CODE: NSSC

TELEPHONE NO. _____

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	INCO TERMS 1: FOB INCO TERMS 2: Destination The Contractor shall provide KSC Institutional Support Services in accordance with the specific statement of work authorized on subsequent task orders.		EA	0.00	
002	Option 1: 10/01/2013 - 09/30/2014 Amount: \$0.00 (Option Line Item) Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)		EA	0.00	

25. ACCOUNTING AND APPROPRIATION DATA: N/A

26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA: ARE ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA: ARE ARE NOT ATTACHED.

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

29. AWARD OF CONTRACT: REF. Wichita Tribal OFFER DATED 10/01/2012. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL

30a. SIGNATURE OF OFFEROR/CONTRACTOR:

30b. NAME AND TITLE OF SIGNER (Type or print): President/CEO

30c. DATE SIGNED: 1/2/2013

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER):

31b. NAME OF CONTRACTING OFFICER (Type or print): Marlo F. Krisberg

31c. DATE SIGNED: 1-2-13

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
003	Option 2: 10/01/2014 - 09/30/2015 Amount: \$0.00 (Option Line Item)		EA	0.00	
004	Option 3: 10/01/2015 - 09/30/2016 Amount: \$0.00 (Option Line Item)		EA	0.00	

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32c. DATE 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR 36. PAYMENT 37. CHECK NUMBER

PARTIAL FINAL

COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42b. RECEIVED AT (Location)

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

TABLE OF CONTENTS

SECTION 1: CONTINUATION OF SF1449			
1.1		Clauses Incorporated By Reference	5
1.2		Scope of Work	5
1.2.1		Performance Requirement	5
1.2.2		Work Authorization	6
1.2.3		Management Plans	8
1.3		Period of Performance	8
1.4		Place of Performance	8
1.5		Hourly Rates, Task Order Value Contract Value	8
1.5.1		Contract Table 1.5.1: Rate Schedule	10
1.5.2		Contract Table 1.5.2: Contract Value and NTE Ceiling	11
SECTION 2: ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS			
2.1	52.202-1	Definitions. (JAN 2012)	12
2.2	52.203-3	Gratuities. (APR 1984)	12
2.3	52.203-6	Restrictions on Subcontractor Sales to the Government. (SEPT 2006)	12
2.4	52.203-6	Restrictions on Subcontractor Sales to the Government. Alternate I (OCT 1995)	12
2.5	52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)	12
2.6	52.203-16	Preventing Personal Conflicts of Interest (DEC 2011)	12
2.7	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)	12
2.8	52.204-7	Central Contractor Registration. (AUG 2012)	12
2.9	52.204-9	Personal Identity Verification of Contractor Personnel. (JAN 2011)	12
2.10	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (AUG 2012)	16
2.11	52.216-18	Ordering. (OCT 1995)	16
2.12	52.216-19	Order Limitations. (OCT 1995)	16
2.13	52.216-22	Indefinite Quantity. (OCT 1995)	17
2.14	52.217-8	Option to Extend Services. (NOV 1999)	17
2.15	52.217-9	Option to Extend the Term of the Contract. (MAR 2000)	17
2.16	52.219-18	Notification of Competition Limited to Eligible 8(A) Concerns (JUNE 2003)	18
2.17	52.219-28	Post-Award Small Business Program Rerepresentation. (APR 2012)	18
2.18	52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)	20
2.19	52.224-1	Privacy Act Notification. (APR 1984)	20
2.20	52.224-2	Privacy Act. (APR 1984)	20
2.21	52.228-5	Insurance - Work on a Government Installation. (JAN 1997)	20
2.22	52.229-3	Federal, State, and Local Taxes.(APR 2003)	20
2.23	52.232-18	Availability of Funds. (APR 1984)	20
2.24	52.232-19	Availability of Funds for the Next Fiscal Year. (APR 1984)	20
2.25	52.232-23	Assignment of Claims. (JAN 1986)	20
2.26	52.233-1	Disputes (JUL 2002)	20
2.27	52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)	21
2.28	52.237-2	Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)	21
2.29	52.242-13	Bankruptcy. (JULY 1995)	21
2.30	52.246-25	Limitation of Liability—Services. (FEB 1997)	21
2.31	52.252-2	Clauses Incorporated by Reference. (FEB 1998)	21
2.32	1852.204-76	Security requirements for unclassified information technology resources. (JAN 2011)	21
2.33	1852.208-81	Restrictions on Printing and Duplicating. (NOV 2004)	23
2.34	1852.209-71	Limitation of Future Contracting. (DEC 1988)	23
2.35	1852.215-84	Ombudsman. (NOV 2011)	23
2.36	1852.215-84	Ombudsman. (NOV 2011) -- Alternate I (JUN 2000)	24
2.37	1852.216-80	Task Ordering Procedure. (OCT 1996)	24
2.38		Submission of Invoices for Fixed-Price Services	26

2.39	1852.219-76	NASA 8 Percent Goal. (JUL 1997)	27
2.40	1852.223-72	Safety and Health (Short Form). (APR 2002)	28
2.41	1852.223-75	Major Breach of Safety or Security. (FEB 2002) -- Alternate I (FEB 2006)	29
2.42	1852.225-70	Export Licenses. (FEB 2000)	29
2.43	1852.228-75	Minimum Insurance Coverage. (OCT 1988)	29
2.44	1852.235-71	Key Personnel and Facilities. (MAR 1989)	29
2.45	1852.237-70	Emergency Evacuation Procedures. (DEC 1988)	30
2.46	1852.237-72	Access to Sensitive Information. (JUN 2005)	30
2.47	1852.237-73	Release of Sensitive Information. (JUN 2005)	31
2.48	1852.242-70	Technical Direction. (SEP 1993)	33
2.49	1852.242-72	Observance of Legal Holidays. (AUG 1992)	33
2.50	1852.242-72	Observance of Legal Holidays Alternate II. (OCT 2000)	33
2.51	1852.245-71	Installation-accountable Government Property. (JAN 2011)	33
2.52	KSC 52.204-96	Security Controls For KSC And CCAFS (Apr 2010)	35
2.53	KSC 52.223-121	Reporting Of Incidents Involving Workplace Violence (Jul 2008)	37
2.54	KSC 52.242-90	Controls Applicable To Contractor's Activities (SEP 2012)	37
2.55	KSC 52.242-93	Contractor Workforce Report- Onsite Contractors and Subcontractors (OCT 2006)	38
2.56	KSC 52.242-93	Contractor Workforce Report - Alternatel (JUL 2011)	39
SECTION 3: 52.212-5 ATTACHMENT			
3.1	52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (FEB 2012)	40
SECTION 4: CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS			
List of Attachments			
4.1		Wage Determination	
4.2		Data Requirements List	
4.2.1	DRD001	Workforce Report	
4.2.2	DRD002	Management and Control Plan for Treatment and Access to Sensitive Information	
4.2.3	DRD003	Listing of Current Employees & Training Status Regarding Treatment of Sensitive Information	
4.2.4	DRD 004	Task Order Tracking Report	
4.2.5	DRD 005	Weekly Activity Report	
4.2.6	DRD 006	Advanced Notification of Workforce Reductions Report	
4.2.7	DRD 007	Records Management Program Plan	
4.2.8	DRD 008	Summary of Record Holdings & Transfers (File Plan)	
4.2.9	DRD 009	Task Order Progress Report	
4.2.10	DRD 010	Employee Desk Guide	
4.3		Contract Labor Category Job Description	
4.4		Management Plans	
4.4.1		Management Operating Plan	
4.4.2		Organizational Conflict of Interest (OCI) Mitigation Plan	
4.4.3		Safety and Health Plan	

SECTION 1: CONTINUATION OF SF1449

1.1 Clauses Incorporated By Reference

This contract incorporates FAR and NASA FAR Supplement (NFS) clauses by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference are listed at the beginning of each Section as needed. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

1.2 Scope of Work

The Contractor shall provide all resources necessary to provide institutional support services in areas such as technical training, clerical support, financial management support, personnel program activity, employee development and training, employee benefits, personnel action processing, procurement administration and analyst support, business systems support, and records management utilizing the labor categories listed in Section 4 Attachment 4.3, Contract Labor Category Job Description. The contractor shall provide these services throughout Kennedy Space Center (KSC) and other locations authorized by the Contracting Officer. The work shall be authorized on fixed price task orders each with specific statements of work.

1.2.1 Performance Requirement

The Contractor shall perform all the management functions, including technical and business management, necessary to plan, implement, track, report, and deliver the services described in the statements of work (SOW) in accordance with Article 2.37, 1852.216-80, Task Ordering Procedure. Contractor management responsibilities and functions shall be defined and made part of Section 4, Attachment 4.4.1, Management Operating Plan. Contractor supervision shall be performed on-site by the program management team.

Contract management responsibilities includes personnel matters relating to contractor employees, ensuring that the contractor/employee relationship with the assigned NASA organization is followed in accordance with the Contractor's Management Operating Plan, ensuring that delivered products meet the tasks identified in the task order SOW and ensuring the necessary training required for the on-site personnel to meet the requirements as identified in the task order SOW. The contractor shall provide insight into weekly status of all activities under contract in accordance with Section 4, Attachment 4.2.5, DRD 005, Weekly Activity Report. The Government reserves the right to require the Contractor to provide a backfill for personnel absences greater than 5 workdays. The Contractor shall take all steps to ensure a seamless transition between employees. The Contractor shall provide services outside normal business hours (nights, weekends, and holidays) on an as-needed basis with Contracting Officer approval.

In order to ensure protection, limit access, and maintain control of highly sensitive privacy information, documents, electronic identities, and management information and data, the Contractor shall provide Sensitive Information Training and obtain nondisclosure statements from all personnel upon employment on contract per Section 4, Attachment 4.2.3, DRD 003, Listing of Current Employees and Training Status Regarding Treatment of Sensitive Information and in compliance with the contractor's Organizational Conflict of Interest Mitigation Plan in Section 4,

Attachment 4.4.2.

The contractor shall maintain a records management program and submit a records management program plan in accordance with Section 4, Attachment 4.2.7, DRD 007, Records Management Program Plan. The contractor shall submit an annual "Summary of Record Holdings and Transfers" to the KSC records manager in accordance with Section 4, Attachment 4.2.8, DRD 008. The contractor shall manage legacy Federal records (data created for Government use and delivered to, or falling under the legal control of, the Government) inherited by the contractor from previous contracts. At the completion or termination of this Contract, the Contractor shall leave all Government-owned data at Kennedy Space Center. The contractor shall deliver Government-owned data to the KSC records manager in accordance with Section 4, Attachment 4.2.8, DRD 008, Summary of Record Holdings and Transfers. The contractor shall provide NASA or authorized representatives access to all Government records. The Government reserves the right to inspect, audit and copy record holdings. In accordance with Section 4, Attachment 4.2.10, DRD 010, Employee Desk Instructions, the contractor shall provide Desk Guides, a job familiarization "how to" desk instruction for each encumbered contractor employee position.

1.2.2 Work Authorization**Task Order**

All services will be authorized through a Task Order (TO) issued by the Contracting Officer (CO) in accordance with Article 2.37 Task Ordering Procedure.

The Contractor shall begin services within 5 business days from award of the TO and ensure continuity of services thereafter. The contractor shall ensure work coverage within 5 business days of when the contractor receives notice of an employee resignation. In the case of internal contractor personnel reassignments, the contractor shall provide a minimum of 5 business days notice to the COTR when a personnel reassignment occurs. The Contractor shall evaluate the complexity of the positions, provide a training plan for each position, and provide training for new employees to ensure employees are capable of performing job responsibilities, per Section 4, Attachment 4.4.1, Management Operating Plan.

Local area transportation may be necessary for the contractor to perform the duties in the contract. Government owned/leased vehicles are authorized only if specifically authorized in individual Task Orders and available from the Government motor pool.

Deductive Schedule

The key performance factor is staffing availability of personnel to support the customer as negotiated in each task order.

In addition to changes that shall be made under the provisions identified in Article 2.37(g), amendment to task order, the government may make monetary deductions in consideration for long periods of nonsupport hours. Any hours executed below the amount of hours awarded per task order are considered as nonconforming to the requirements of the contract and may require corrective action.

The Government will review Section 4, Attachment 4.2.9, DRD 009, Task Order Progress Report, quarterly for any deviations under execution of hours by task order. The CO will document any government findings and notify the contractor of such findings within 3 days of observation.

Contractor shall acknowledge receipt of this notice.

A reduction of task order value will be performed for any under execution of hours greater than 1% of negotiated hours per task order. The analysis will take into account total hours negotiated, total hours executed and the composite rate per task order. The amount of under executed hours which exceeds 1% will be used to determine the amount of deduction. This amount will be multiplied by the composite rate of those rates contained on the task order. The composite rate will be calculated by the task order award divided by the total negotiated task order hours. The resulting amount will be the monetary deduction of the task order value.

Example: Task Order A:

Proposed Hours	Executed Hours	Difference
13,000	12,800	200

Amount Exceeding 1%:

$$13,000 \times 0.01 = 130$$

$$200 - 130 = 70$$

Composite Rate:

$$\text{Task Order Award} / \text{Total Hours} = \text{Composite Rate}$$

$$\$900,000 / 13,000 = \$69.23$$

$$\text{Total Task Order Deduction: } 70 \times \$69.23 = \$4,846.10$$

The monetary reduction shall be applied to the appropriate Task Order for the non-conforming service. Government findings of non-conforming services shall be tracked & reported at the periodic contractor/government reviews.

The contractor may appeal a government finding of non-conformance by requesting the Contracting Officer reconsider the action and providing rationale to support their position. The request must be received by the CO within 5 days of the contractor receiving a notice of non-conformance. Appeals must be adequately supported with information to justify how extended periods of nonproductive time conform to the requirements of the contract.

If the contractor does not accept the CO final determination, such disagreements may be handled in accordance with FAR 52.233-1 Disputes.

Travel Requirement

The Contractor shall provide travel for Contractor personnel as required in performance per the task order SOW. All authorized travel shall be conducted and reimbursed in accordance with the Federal Travel Regulations (FTR) and billed in accordance with Article 2.38, Submission of Invoices for Fixed-Price Services.

The contractor will submit an official request to the COTR for approval. All travel shall be approved by the CO or COTR prior to departure. All requests for travel shall include the purpose and the rationale for the travel, such as why the purpose cannot be accomplished through a means other than travel (e.g., teleconferencing).

Approval of Overtime Work

The CO will authorize a not-to-exceed overtime amount in task orders through an overtime CLIN. No work shall be performed in overtime status in the absence of such specific authority in a task order CLIN. Specific instances of work at overtime status shall be approved in advance by the NASA COTR or the CO. The contractor shall submit email requests for overtime approval simultaneously to the requiring organization and the COTR. Requests shall identify the task order, the involved labor category(s), a brief description of the circumstances for the request, a fixed number of hours and the period of time when overtime will be required. Overtime is considered any productive hours greater than 40 hours per week.

1.2.3 Management Plans

Management Operation Plan

The Contractor shall follow the approved Management Operating Plan per Section 4, Attachment 4.4.1.

Organizational Conflict of Interest (OCI) Mitigation Plan

The Contractor shall follow the approved Organizational Conflicts of Interest Mitigation Plan per Section 4, Attachment 4.4.2.

Safety and Health Plan

In performance of this contract, the Contractor shall ensure the protection of personnel, property, equipment, and the environment. The Contractor shall follow the approved Safety and Health Plan per Section 4, Attachment 4.4.3.

1.3 Period of Performance

The period of performance of this contract is from 02/01/2013 through 09/30/2013.

(End of clause)

1.4 Place of Performance – Services

The services to be performed under this contract shall be performed at the following location(s):

1. NASA John F. Kennedy Space Center (KSC);
2. Any other location authorized by the Contracting Officer.

(End of clause)

1.5 Hourly Rates, Task Order Value, Contract Value

Hourly Labor Rates

The hourly rates for computation of the fixed price task orders and the contract ceiling price of this contract are delineated in Contract Table 1.5.1, Rate Schedule.

Task Order Value

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

Contract Value

The minimum value for each contract period is \$25,000.00 and the not to exceed (NTE) ceiling value is as follows:

Base period:	NTE	\$12,000,000.00
Option 1:	NTE	\$12,000,000.00
Option 2:	NTE	\$12,000,000.00
Option 3:	NTE	\$12,000,000.00
TOTAL:	NTE	\$48,000,000.00

In the event that the Government exercises an option, the balance of any unused contract ceiling value shall roll forward to the next period.

Contract value is the sum of the NTE amount of open orders and the final billed and paid value of orders completed. The contract value is tabulated in Contract Table 1.5.2, Contract Value and NTE Ceiling.

1.5.1 Rate Schedule

ST = Straight Time
 OT = Overtime

Contract Table 1.5.1
 Rate Schedule

Labor Category	(b) (4)
Subject to Service Contract Act:	
1 Accounting Clerk I	
2 Accounting Clerk II	
3 Accounting Clerk III	
4 Administrative Assistant	
5 Secretary I	
6 Secretary II	
7 Secretary III	
Exempt from Service Contract Act:	
8 Accountant I	
9 Accountant II	
10 Accountant III	
11 Accountant IV	
12 Executive Assistant	
13 HR Operations Assistant I	
14 HR Operations Assistant II	
15 Internal Controls Analyst I	
16 Internal Controls Analyst II	
17 Internal Controls Analyst III	
18 Internal Controls Analyst Lead	
19 IT Support Specialist, Sr.	
20 Logistics Specialist I	
21 Logistics Specialist II	
22 Logistics Specialist III	
23 Procurement Analyst I	
24 Procurement Analyst III	
25 Procurement Business Systems Support I	
26 Program Analyst I	
27 Program Analyst II	
28 Program/Project Coordinator I	
29 Program/Project Coordinator II	
30 Resource Analyst I	
31 Resource Analyst II	
32 Resource Analyst III	
33 Resource Analyst IV	
34 Resource Analyst V	
35 Resource Analyst VI	
36 Resource Analyst Lead, Sr.	
37 Training Assistant	
38 Training Coordinator	
39 Training Instructor	
40 Training Instructor Lead	
41 Training Manager	
42 Training Specialist	
43 ASL Interpreter I	
44 ASL Interpreter II	
45 Business Management Audit Specialist	
46 CMM Support	
47 Cont. Mgmt. & Prog. Analysis Spec., Sr.	
48 Internal Controls Sr.	
49 Internal Controls II Sr.	
50 IT, Senior	
51 Project Control Sr.	
52 Property Disposal Manager	
53 SAP	

The position descriptions for the labor categories priced in this contract are listed in Section 4 Attachment 4.3, Contract Labor Category Job Description.

1.5.2 Contract Value and NTE Ceiling

Task Orders	Task Order NTE Value			
	Base Period	Option 1	Option 2	Option 3
Title	02/01/2012-09/30/13	10/01/13-09/30/14	10/01/14-09/30/15	10/01/15-09/30/16
AA	\$	\$	\$	\$
AJ	\$	\$	\$	\$
BA	\$	\$	\$	\$
EXC	\$	\$	\$	\$
EXE	\$	\$	\$	\$
FA	\$	\$	\$	\$
GG	\$	\$	\$	\$
IT	\$	\$	\$	\$
LX	\$	\$	\$	\$
NE	\$	\$	\$	\$
OP	\$	\$	\$	\$
TA	\$	\$	\$	\$
VA	\$	\$	\$	\$
PH	\$	\$	\$	\$
Total Billed	\$	\$	\$	\$
NTE total per 1.5	\$12,000,000.00	\$	\$	\$
Total Billed	\$	\$	\$	\$
Unused Balance (carryover)	\$	\$	\$	\$
NTE Value for Next Option	\$	\$	\$	\$

Note: "NTE Value for Next Option" will be the original NTE value of \$12,000,000.00 plus the additional Unused Balance (carryover) of the current period.

SECTION 2: ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

- 2.1 52.202-1 Definitions. (JAN 2012)
- 2.2 52.203-3 Gratuities. (APR 1984)
- 2.3 52.203-6 Restrictions on Subcontractor Sales to the Government. (SEPT 2006)
- 2.4 52.203-6 Restrictions on Subcontractor Sales to the Government. Alternate I (OCT 1995)
- 2.5 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)
- 2.6 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)
- 2.7 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)
- 2.8 52.204-7 Central Contractor Registration. (AUG 2012)
- 2.9 52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

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

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

PIV Card Issuance Procedures in accordance with FAR clause 52.204-9

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

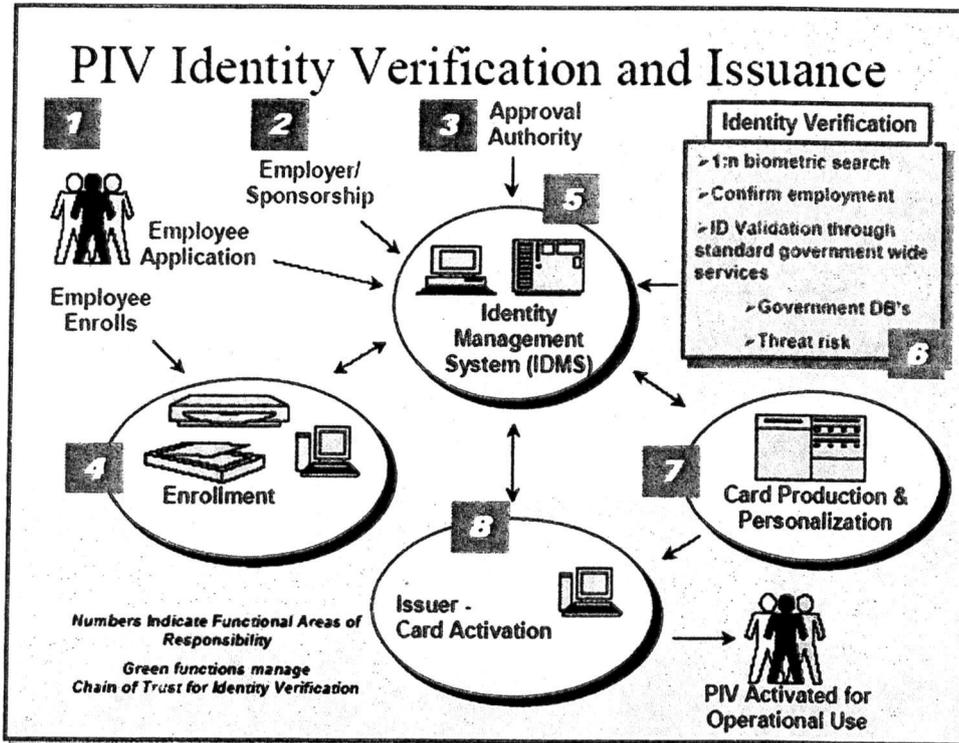


Figure A-1, FIPS 201, Appendix A

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 ensure that a check has been performed with the National Crime Information Center (NCIC) and Interstate Identification Index. 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

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

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

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

Step 6:

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

Step 7:

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

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

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

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

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

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

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

determination if an additional extension will be granted for the temporary identification card.

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

2.10 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (AUG 2012)

2.11 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 effective date of award through the base period or option period exercised (reference 1.5).

(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)

2.12 52.216-19 Order Limitations. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$25,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of Article 1.5.2 of the current contract;

(2) Any order for a combination of items in excess of Article 1.5.2 of the current contract or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (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 10 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)

2.13 52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the end date of the period of performance.

(End of clause)

2.14 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)

2.15 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 4 years. Options exercised shall be in accordance with the following:

Option 1: 10/01/2013 – 09/30/2014
 Option 2: 10/01/2014 – 09/30/2015
 Option 3: 10/01/2015 – 09/30/2016

(End of clause)

2.16 52.219-18 Notification of Competition Limited to Eligible 8(A) Concerns (JUNE 2003) [Deviation]

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

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

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

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The TBD will notify the Kennedy Space Center Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

2.17 52.219-28 Post-Award Small Business Program Rerepresentation. (APR 2012)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

<http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

- 2.18 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)**
- 2.19 52.224-1 Privacy Act Notification. (APR 1984)**
- 2.20 52.224-2 Privacy Act. (APR 1984)**
- 2.21 52.228-5 Insurance - Work on a Government Installation. (JAN 1997)**
- 2.22 52.229-3 Federal, State, and Local Taxes.(APR 2003)**
- 2.23 52.232-18 Availability of Funds. (APR 1984)**
- 2.24 52.232-19 Availability of Funds for the Next Fiscal Year. (APR 1984)**
- 2.25 52.232-23 Assignment of Claims. (JAN 1986)**
- 2.26 52.233-1 Disputes (JUL 2002)**

- 2.27 **52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**
- 2.28 **52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)**
- 2.29 **52.242-13 Bankruptcy. (JULY 1995)**
- 2.30 **52.246-25 Limitation of Liability—Services. (FEB 1997)**
- 2.31 **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): For Federal Acquisition Regulation (FAR) clauses, see: <https://www.acquisition.gov/far/index.html>

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

(End of clause)

- 2.32 **1852.204-76 Security requirements for unclassified information technology resources. (JAN 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.

Note:

The requirement to have an IT security plan shall be waived if the contractor's employees on this contract solely subscribe to ACES (KSC Desktop Contractor) for all computer equipment/devices, ACES is responsible to meet any current and future IT Security requirements on their behalf found in NSF 1852.204-76 section (b) 1, 2, 3, 5, 6, 7, 8.

All employees on this contract and subcontracts must still comply with the annual NASA IT Security Training requirements and applicable refresher training as required by section (c) (4). In addition, the contractor is still obligated to meet the Physical and Logical Access requirements found in NFS 1852.204.-76 section (c).

(End of clause)

2.33 1852.208-81 Restrictions on Printing and Duplicating. (NOV 2004)

2.34 1852.209-71 Limitation of Future Contracting. (DEC 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 that the contractor may have access to proprietary, business confidential, or financial data of other companies by performing services in the following areas:

1. Cost estimates- by the Government or by other contractors relating to program budgets, construction costs, and other support costs.
2. Proprietary information- such as patents or through market researching in assessing potential applicability of such items to the work.
3. Confidential correspondences- in the development of new products to support program needs, such as system or component designs.
4. Access to sensitive information in preparing writing and/or editing contract announcements, Agency news releases, embargoed information and internal policies.

(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)

2.35 1852.215-84 Ombudsman. (NOV 2011)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the Contracting Officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes.

Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution.

(b) If resolution cannot be made by the Contracting Officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and email 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.

(End of clause)

2.36 1852.215-84 Ombudsman. (NOV 2011) -- Alternate I (JUN 2000)

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

(b) If resolution cannot be made by the Contracting Officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and email 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)

2.37 1852.216-80 Task Ordering Procedure. (OCT 1996)

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

are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

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

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

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

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

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

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

(1) Date of the order.

(2) Contract number and order number.

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

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

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

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

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

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

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

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

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

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

(End of clause)

2.38 Submission of Invoices for Fixed-Price Services

Invoices shall be submitted concurrently and on a monthly basis to the NASA Shared Services Center (NSSC) and the Contracting Officer; the invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information as applicable: contract and task order number, item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals.

(a) Travel - All travel shall be pre-approved by the Government and will be allocated to the contract based on actual airfare and per diem rates per the most current official CONUS Per Diem Rates, located at www.gsa.gov/travelpolicy. All requests for travel shall be in accordance with Article 1.2.2 and this clause.

Costs relating to approved travel will be charged directly to individual task orders under this contract. Vouchers may be submitted upon completion of individual trips and shall be prepared and submitted as part of the Submission of Invoices for Fixed-Priced Services. The invoices shall include copies of receipts for airfare, lodging, car rental, and other related expenses. Costs for trips will be limited as follows:

- 1) Maximum allowable costs for lodging, meals and incidental expenses are limited to current Government-established per diem rates.
- 2) Maximum allowable cost for use of privately owned vehicles shall be restricted to the Federal Travel Regulation (FTR).
- 3) Allowable air travel expenses are limited to standard coach fare except as provided under the FTR.
- 4) Allowable automobile rental cost in accordance with the FTR.
- 5) Per diem paid on travel days are $\frac{3}{4}$ per diem. The time actually spent in travel is not considered.
- 6) No profit shall be applied to the costs of trips.

(b). Materials, Equipment and Other Non-labor Costs -As applicable, include separate cost estimates for materials, equipment and other miscellaneous non-labor costs that are required for performance of the task order. All non-labor costs that are proposed must be allowable and allocable in accordance with the Generally Accepted Accounting Principles (GAAP), FAR, NASA FAR Supplement, and any other applicable NASA procurement policy documents. The contractor shall include back-up information with their estimate that provides rationale for their proposed cost estimates for materials and other non-labor costs. No profit shall be applied to the cost of materials, equipment or other non-labor costs.

Official invoices shall be mailed to the NSSC as indicated below:

NASA/ Shared Services Center NSSC
Financial Management Division (FMD) Accounts Payables
Bldg. 1111, C. Road
Stennis Space Center, MS 39529-6000

e-mail: NSSC-AccountsPayable@nasa.gov

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

NASA Kennedy Space Center
 Attn: Donald Wood, Contracting Officer OP-OS
 Kennedy Space Center, FL 32899

Email: donald.wood@nasa.gov

2.39 1852.219-76 NASA 8 Percent Goal. (JUL 1997)

(a) Definitions.

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

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

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

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

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

is obtained.

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

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

(End of clause)

2.40 1852.223-72 Safety and Health (Short Form). (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness; damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures consistent with standard industry practice in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the Changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. In situations where the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action. The Government may pursue appropriate remedies in the event the Contractor fails to promptly take the necessary corrective action.

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

(End of clause)

2.41 1852.223-75 Major Breach of Safety or Security. (FEB 2002) -- Alternate I (FEB 2006)

2.42 1852.225-70 Export Licenses. (FEB 2000)

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

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

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

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

(End of clause)

2.43 1852.228-75 Minimum Insurance Coverage. (OCT 1988)

2.44 1852.235-71 Key Personnel and Facilities. (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

- (1) Contractor Program Manager
- (3) SAP Support
- (4) CMM Support

(End of clause)

2.45 1852.237-70 Emergency Evacuation Procedures. (DEC 1988)

2.46 1852.237-72 Access to Sensitive Information. (JUN 2005)

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

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

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

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

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

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

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

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

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

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

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

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and

trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

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

(End of clause)

2.47 1852.237-73 Release of Sensitive Information. (JUN 2005)

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

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

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

Mark the title page with the following legend:

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

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

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

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

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

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

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

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

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

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

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

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for

adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

2.48 1852.242-70 Technical Direction. (SEP 1993)

2.49 1852.242-72 Observance of Legal Holidays. (AUG 1992)

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

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

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

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

2.50 1852.242-72 Observance of Legal Holidays Alternate II. (OCT 2000)

(c) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. In accordance with Article 1.2.2, if the amount of hours underrun remain below the 1% threshold, the hours will be paid.

2.51 1852.245-71 Installation-accountable Government Property. (JAN 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;
 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's purchase order shall require the vendor to deliver the property to the installation central receiving area.

(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 are available for official purposes only.

(2) Office furniture.

(3) Property listed in [not applicable].

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

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

(4) Supplies from stores stock.

(5) Publications and blank forms stocked by the installation.

(6) Safety and fire protection for Contractor personnel and facilities.

(7) Installation service facilities: none.

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

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

(10) Building maintenance for facilities occupied by Contractor personnel.

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

(End of clause)

2.52 KSC 52.204-96 Security Controls For KSC And CCAFS (SEP 2012)

A. Identification of Employees

1. Badging

i. Kennedy Space Center (KSC) badging is mandatory for all Contractor personnel who require access to KSC and National Aeronautics and Space Administration (NASA) facilities located on Cape Canaveral Air Force Station (CCAFS). Badging Requirements are in accordance with KNPR 1600.1, KSC Security Procedural Requirements, located at this public website: <http://tdglobal.ksc.nasa.gov/ReferencedDocuments/>. Badges must be obtained before personnel may access the work site and the contractor is responsible for submitting complete, accurate, and timely security investigation and badge request information. The government is not liable for any project delays resulting from the contractor's failure to provide required information or the contractor's inability to achieve favorable investigative results.

ii. Prior to performance, the contractor shall submit the following information to the Contracting Officer, who will certify and pass the information to the KSC Badging Office.

1. Contract number and location of work site(s);
2. Contract commencement and completion dates;
3. Status as prime or subcontractor; and,
4. Name of the contractor designated security/badging official.
5. A KSC Form 28-1222V2, (KSC Visitor Badge Request) and/or KSC Form 28-889 (KSC Visitor Badge/Multiple) for all employees requiring access to KSC or CCAFS.

Note: This is the minimum paperwork required for issuance of identification badges.

iii. Security forms for employee investigations under this clause (Paragraph 2) shall be submitted by the contractor as soon as possible but in no case more than thirty days from initial badging.

iv. During performance of this contract, issued badges shall be worn by contractor employees and prominently displayed above the waist at all times while on KSC or CCAFS property, unless an exception is granted for safety considerations. Upon termination of an employee, or completion/termination of the contract, the contractor shall immediately return such employee's identification and area permit badge(s) to the KSC Badging Office. NASA identification badges are the property of NASA and the Government reserves the right to invalidate/confiscate such badges at any time.

v. Contractor security/badging officials shall ensure that badges are authorized for official purposes only and in accordance with the requirements of this clause and referenced directives. Abuse or misuse of badging authority may result in a loss of this authority. Employees that fail to comply with NASA regulations may be denied access to KSC.

2. Investigations

i. All persons requiring ongoing access to Federal facilities, to include KSC and CCAFS, are required to complete security forms and submit to a Government investigation. Exceptions may be made for short term visitors (15 days or less). Persons needing access for a period greater than 180 days will require an investigation as described in paragraph 2ii below. Contractors should note that the 180 day period is for an individual's aggregate access across all contracts. If you believe your employee will require ongoing access (current contract and follow on projects) to KSC and/or require unescorted access to

facilities under the KSC Area Permit System, you should submit the employee for the investigation described in paragraph A2ii below at the time of initial badging.

ii. All persons requiring ongoing access to NASA installations are required to have a favorably completed National Agency Check with Written Inquiries (NACI). The following forms must be submitted to the Contracting Officer's Technical Representative (COTR), or the COTR's designee:

1. FD Form 258, Fingerprint Card (Electronic submission at KSC Badging Office)
2. Standard Form 85, Questionnaire for Non-Sensitive Positions;
3. Optional Form 306, Declaration for Federal Position Employment; and,
4. Three (3) copies of KSC Form 20-87, Request for Investigation (Signed by COTR or COTR's designee)

B. Badging Restrictions/Categories

4. Access to Areas Requiring a KSC Area Permit. Access to certain areas on KSC and CCAFS requires the contractor to have a KSC Area Permit and contractors may be granted "escorted" or "unescorted" access to these areas in accordance with KNPR 1600.1. Unescorted access requires a favorable determination in accordance with the investigative requirements detailed in paragraph A2ii above as well as the completion of mandated safety training.

i. The NASA Protective Services Office, or its designee, PSSO, will determine whether the person is eligible for unescorted access within 14 business days after the receipt of the properly completed forms.

ii. One or more on-site training classes will be required for admittance to the controlled access areas. The total training will not exceed four hours. Contractors may schedule any required training for their employees by contacting the COTR or designee. The contractor shall maintain a record of employees receiving the training.

2.53 KSC 52.223-121 Reporting Of Incidents Involving Workplace Violence (Jul 2008)

The contractor shall conduct training on and develop procedures for recognizing, managing and responding to incidents and threats of workplace violence as defined in NASA Policy Directive (NPD) 1600.3. Contractors shall also promptly report all incidents involving workplace violence to the Protective Services Office. If the NASA Workplace Violence Prevention and Response (WVPR) Team Chair and Co Chair determine it is appropriate for the committee to meet, the contractor shall participate in the meeting. The contractor is also responsible for reporting disposition of the incident reported to the NASA WVPR Team.

This requirement shall flow down to the subcontractors, however the subcontractors shall report up through the prime contractor.

(End of Clause)

2.54 KSC 52.242-90 Controls Applicable To Contractor's Activities (Oct 2011)

The Contractor shall comply with the publications below, and subsequent revision thereof, that the Contracting Officer has indicated as being incorporated in this

contract by reference. These publications prescribe regulatory and procedural criteria which are applicable to this contract. The contractor shall promptly take corrective action upon notice of noncompliance from the Contracting Officer or his/her authorized representative(s) with any provision of the publications listed below.

The following compliance documents may be found at:
<http://tdglobal.ksc.nasa.gov/ReferencedDocuments/>

Publication	Title
KNPR 8715.2	Comprehensive Emergency Management Plan
KNPR 1600.1	KSC Security Procedural Requirements
KNPR 8500.1	KSC Environmental Requirements
KNPR 8715.3-1	KSC Safety Procedural Requirements Volume 1, Safety Procedural Requirements for Civil Servants/NASA Contractors

<i>Check if Applicable</i>	Publication	Title
	KNPD 1810.1	KSC Occupational Medicine Program
	KNPR 1860.1	KSC Ionizing Radiation Protection Program
	KNPR 1860.2	KSC Nonionizing Radiation Protection Program
	KNPR 1820.3	KSC Hearing Loss Prevention Program
	KNPR 1820.4	KSC Respiratory Protection Program
	KNPR 1840.19	KSC Industrial Hygiene Programs
	45SWI40-201	45th Space Wing Instruction 40-201 Radiation Protection Program
	KNPD 1800.2	KSC Hazard Communication Program
	KNPR 1870.1	KSC Sanitation Program
	KNPR 2570.1	KSC Radio Frequency Spectrum Management Procedural Requirements
	KNPR 4000.1	Supply and Equipment System Manual
	KNPR 6000.1	Transportation Support System
	KNPR 8715.7	KSC Construction Contractor Safety and Health Practices Procedural Requirements
	KNPR 8830.1	Facilities and Real Property Management Procedural Requirements

(End of clause)

2.55 KSC 52.242-93 Contractor Workforce Report- Onsite Contractors and Subcontractors (OCT 2006)

The Contractor shall submit, on a quarterly basis, a manpower report delineating

information about its workforce. The report shall include: the contract number, the contractor's total on-site workforce, total on-site union represented employees by bargaining unit, total on-site non-union represented employees, and total off-site workforce performing on the contract. The Contractor shall provide this information no later than 10 days after the close of each reporting period which end March 31, June 30, September 30, and December 31. The report shall be submitted to the Contracting Officer with copies to Workforce Planning and Analysis Office, (Code BA-D) and Industrial Labor Relations Office (Code OP).

2.56 KSC 52.242-93 Contractor Workforce Report - Alternate1 (JUL 2011)

The Contractor is required to maintain information on specific Points of Contact (POC) for the contracted effort in a NASA managed database. The database contains POC information for specific Contractor functions to include: Local Contractor Manager and Deputy (senior on-site contract management POCs for top level NASA KSC contact), Contracting Manager (this is the interface on contract matters with the NASA Contracting Officer), HR Manager, Security Manager, Emergency Planning Manager (or identification/contact information for the Contractor manager performing this role), and the person responsible for input of this Contractor information into the database. Within three weeks of contract award the Contractor shall provide the name of the person who will enter the POC information into the NASA database to the Contracting Officer and to NASA Procurement Policy and Review Office, OP-AM, 867-7217. This person must be able to access (or be scheduled to gain access to) KSC systems. Access to the database and instruction will be provided to the Contractor by OP-AM. Upon commencement of the contract the Contractor will be responsible for keeping the POC information pertaining to the specific contract accurate and up to date. Changes to the person responsible for input of this Contractor POC information must be immediately brought to the attention of OP-AM.

SECTION 3: 52.212-5 ATTACHMENT**3.1 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (FEB 2012)**

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

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)
(Pub. L. 108-77, 108-78).

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

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government
(Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010)
(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- 52.203-15, Whistleblower Protections under the American Recovery and
Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies
to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract
Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- 52.204-11, American Recovery and Reinvestment Act—Reporting
Requirements (Jul 2010) (Pub. L. 111-5).
- X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with
Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31
U.S.C. 6101 note).
- X (7) 52.209-9, Updates of Publicly Available Information Regarding

Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

X (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

__ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (11) [Reserved]

__ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

__ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

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

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

__ (iv) Alternate III (Jul 2010) of 52.219-9.

__ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

- X (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- __ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- __ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- __ (ii) Alternate I (June 2003) of 52.219-23.
- __ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- __ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- __ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- __ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- __ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- __ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- __ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

X (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of 52.223-16.

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

__ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__ (ii) Alternate I (Mar 2012) of 52.225-3.

___ (iii) Alternate II (Mar 2012) of 52.225-3.

___ (iv) Alternate III (Nov 2012) of 52.225-3.

___ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

X (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

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

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).

__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

__ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records

relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

SECTION 4: CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

List of Attachments

- 4.1 Wage Determination**
- 4.2 Data Requirements List**
 - 4.2.1 DRD 001** Workforce Report
 - 4.2.2 DRD 002** Management and Control Plan for Treatment and Access to Sensitive Information
 - 4.2.3 DRD 003** Listing of Current Employees & Training Status Regarding Treatment of Sensitive Information
 - 4.2.4 DRD 004** Task Order Tracking Report
 - 4.2.5 DRD 005** Weekly Activity Report
 - 4.2.6 DRD 006** Advanced Notification of Workforce Reductions Report
 - 4.2.7 DRD 007** Records Management Program Plan
 - 4.2.8 DRD 008** Summary of Record Holdings & Transfers (File Plan)
 - 4.2.9 DRD 009** Task Order Progress Report
 - 4.2.10 DRD 010** Employee Desk Guide
- 4.3 Contract Labor Category Job Description**
- 4.4 Management Plans**
 - 4.4.1 Management Operating Plan**
 - 4.4.2 Organizational Conflict of Interest (OCI) Mitigation Plan**
 - 4.4.3 Safety and Health Plan**

ATTACHMENT 4.1
WAGE DETERMINATION

WD 05-2117 (Rev.-13) was first posted on www.wdol.gov on 06/19/2012

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2117
Revision No.: 13
Date Of Revision: 06/13/2012

State: Florida

Area: Florida Counties of Brevard, Indian River

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.56
01012 - Accounting Clerk II		15.22
01013 - Accounting Clerk III		18.43
01020 - Administrative Assistant		19.20
01040 - Court Reporter		16.31
01051 - Data Entry Operator I		11.69
01052 - Data Entry Operator II		13.31
01060 - Dispatcher, Motor Vehicle		16.31
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		12.38
01112 - General Clerk II		13.39
01113 - General Clerk III		14.93
01120 - Housing Referral Assistant		17.64
01141 - Messenger Courier		12.16
01191 - Order Clerk I		11.55
01192 - Order Clerk II		13.60
01261 - Personnel Assistant (Employment) I		14.66
01262 - Personnel Assistant (Employment) II		16.40
01263 - Personnel Assistant (Employment) III		18.29
01270 - Production Control Clerk		19.41
01280 - Receptionist		11.39
01290 - Rental Clerk		12.83
01300 - Scheduler, Maintenance		14.20
01311 - Secretary I		14.20
01312 - Secretary II		15.82
01313 - Secretary III		17.64
01320 - Service Order Dispatcher		14.82
01410 - Supply Technician		19.60
01420 - Survey Worker		16.31
01531 - Travel Clerk I		11.33
01532 - Travel Clerk II		12.24
01533 - Travel Clerk III		13.11
01611 - Word Processor I		12.21
01612 - Word Processor II		13.16
01613 - Word Processor III		16.23
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.32
05010 - Automotive Electrician		18.15
05040 - Automotive Glass Installer		17.17
05070 - Automotive Worker		17.17

05110 - Mobile Equipment Servicer	15.50
05130 - Motor Equipment Metal Mechanic	18.88
05160 - Motor Equipment Metal Worker	17.17
05190 - Motor Vehicle Mechanic	18.80
05220 - Motor Vehicle Mechanic Helper	14.58
05250 - Motor Vehicle Upholstery Worker	16.58
05280 - Motor Vehicle Wrecker	17.17
05310 - Painter, Automotive	18.04
05340 - Radiator Repair Specialist	17.17
05370 - Tire Repairer	13.08
05400 - Transmission Repair Specialist	18.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.08
07041 - Cook I	11.12
07042 - Cook II	12.08
07070 - Dishwasher	8.13
07130 - Food Service Worker	10.11
07210 - Meat Cutter	14.83
07260 - Waiter/Waitress	9.64
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.93
09040 - Furniture Handler	13.01
09080 - Furniture Refinisher	16.55
09090 - Furniture Refinisher Helper	13.38
09110 - Furniture Repairer, Minor	14.99
09130 - Upholsterer	16.55
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.09
11060 - Elevator Operator	10.09
11090 - Gardener	13.52
11122 - Housekeeping Aide	11.47
11150 - Janitor	11.47
11210 - Laborer, Grounds Maintenance	11.33
11240 - Maid or Houseman	9.03
11260 - Pruner	10.31
11270 - Tractor Operator	13.20
11330 - Trail Maintenance Worker	11.33
11360 - Window Cleaner	12.61
12000 - Health Occupations	
12010 - Ambulance Driver	15.51
12011 - Breath Alcohol Technician	17.75
12012 - Certified Occupational Therapist Assistant	27.42
12015 - Certified Physical Therapist Assistant	24.67
12020 - Dental Assistant	15.36
12025 - Dental Hygienist	28.81
12030 - EKG Technician	17.76
12035 - Electroneurodiagnostic Technologist	17.76
12040 - Emergency Medical Technician	15.51
12071 - Licensed Practical Nurse I	16.45
12072 - Licensed Practical Nurse II	18.40
12073 - Licensed Practical Nurse III	20.52
12100 - Medical Assistant	12.83
12130 - Medical Laboratory Technician	18.67
12160 - Medical Record Clerk	14.62
12190 - Medical Record Technician	15.17
12195 - Medical Transcriptionist	14.93
12210 - Nuclear Medicine Technologist	30.91
12221 - Nursing Assistant I	11.00
12222 - Nursing Assistant II	12.37
12223 - Nursing Assistant III	13.50
12224 - Nursing Assistant IV	15.14

12235 - Optical Dispenser	17.68
12236 - Optical Technician	13.58
12250 - Pharmacy Technician	12.47
12280 - Phlebotomist	15.14
12305 - Radiologic Technologist	24.10
12311 - Registered Nurse I	22.67
12312 - Registered Nurse II	27.73
12313 - Registered Nurse II, Specialist	27.73
12314 - Registered Nurse III	33.55
12315 - Registered Nurse III, Anesthetist	33.55
12316 - Registered Nurse IV	40.22
12317 - Scheduler (Drug and Alcohol Testing)	22.80
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.52
13012 - Exhibits Specialist II	20.85
13013 - Exhibits Specialist III	23.88
13041 - Illustrator I	16.29
13042 - Illustrator II	19.52
13043 - Illustrator III	23.31
13047 - Librarian	22.41
13050 - Library Aide/Clerk	11.99
13054 - Library Information Technology Systems Administrator	20.85
13058 - Library Technician	15.75
13061 - Media Specialist I	15.05
13062 - Media Specialist II	16.55
13063 - Media Specialist III	17.57
13071 - Photographer I	15.22
13072 - Photographer II	17.02
13073 - Photographer III	21.09
13074 - Photographer IV	24.68
13075 - Photographer V	27.29
13110 - Video Teleconference Technician	15.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.15
14042 - Computer Operator II	18.06
14043 - Computer Operator III	20.14
14044 - Computer Operator IV	22.37
14045 - Computer Operator V	24.79
14071 - Computer Programmer I	(see 1) 23.18
14072 - Computer Programmer II	(see 1) 27.62
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.15
14160 - Personal Computer Support Technician	22.37
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.98
15020 - Aircrew Training Devices Instructor (Rated)	33.63
15030 - Air Crew Training Devices Instructor (Pilot)	35.42
15050 - Computer Based Training Specialist / Instructor	29.98
15060 - Educational Technologist	25.26
15070 - Flight Instructor (Pilot)	35.42
15080 - Graphic Artist	20.58
15090 - Technical Instructor	21.82
15095 - Technical Instructor/Course Developer	25.91
15110 - Test Proctor	17.90
15120 - Tutor	17.90
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	

16010 - Assembler	8.37
16030 - Counter Attendant	8.37
16040 - Dry Cleaner	10.44
16070 - Finisher, Flatwork, Machine	8.37
16090 - Presser, Hand	8.37
16110 - Presser, Machine, Drycleaning	8.37
16130 - Presser, Machine, Shirts	8.37
16160 - Presser, Machine, Wearing Apparel, Laundry	8.37
16190 - Sewing Machine Operator	11.12
16220 - Tailor	11.82
16250 - Washer, Machine	9.06
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.55
19040 - Tool And Die Maker	20.86
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.08
21030 - Material Coordinator	19.41
21040 - Material Expediter	19.41
21050 - Material Handling Laborer	11.56
21071 - Order Filler	11.67
21080 - Production Line Worker (Food Processing)	13.84
21110 - Shipping Packer	13.52
21130 - Shipping/Receiving Clerk	13.52
21140 - Store Worker I	11.88
21150 - Stock Clerk	15.84
21210 - Tools And Parts Attendant	14.66
21410 - Warehouse Specialist	14.58
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.29
23021 - Aircraft Mechanic I	22.18
23022 - Aircraft Mechanic II	23.29
23023 - Aircraft Mechanic III	24.46
23040 - Aircraft Mechanic Helper	15.59
23050 - Aircraft, Painter	19.14
23060 - Aircraft Servicer	17.47
23080 - Aircraft Worker	18.35
23110 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	13.08
23125 - Cable Splicer	24.84
23130 - Carpenter, Maintenance	18.77
23140 - Carpet Layer	17.82
23160 - Electrician, Maintenance	22.10
23181 - Electronics Technician Maintenance I	22.65
23182 - Electronics Technician Maintenance II	24.25
23183 - Electronics Technician Maintenance III	25.73
23260 - Fabric Worker	16.67
23290 - Fire Alarm System Mechanic	17.54
23310 - Fire Extinguisher Repairer	15.49
23311 - Fuel Distribution System Mechanic	20.11
23312 - Fuel Distribution System Operator	16.75
23370 - General Maintenance Worker	17.61
23380 - Ground Support Equipment Mechanic	22.18
23381 - Ground Support Equipment Servicer	17.47
23382 - Ground Support Equipment Worker	18.35
23391 - Gunsmith I	17.56
23392 - Gunsmith II	20.20
23393 - Gunsmith III	22.75
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.49
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.55

23430 - Heavy Equipment Mechanic	20.74
23440 - Heavy Equipment Operator	16.89
23460 - Instrument Mechanic	20.11
23465 - Laboratory/Shelter Mechanic	20.21
23470 - Laborer	12.14
23510 - Locksmith	16.96
23530 - Machinery Maintenance Mechanic	23.76
23550 - Machinist, Maintenance	20.27
23580 - Maintenance Trades Helper	15.08
23591 - Metrology Technician I	20.11
23592 - Metrology Technician II	21.26
23593 - Metrology Technician III	22.06
23640 - Millwright	20.21
23710 - Office Appliance Repairer	18.22
23760 - Painter, Maintenance	17.34
23790 - Pipefitter, Maintenance	19.44
23810 - Plumber, Maintenance	18.59
23820 - Pneudraulic Systems Mechanic	20.11
23850 - Rigger	19.60
23870 - Scale Mechanic	17.82
23890 - Sheet-Metal Worker, Maintenance	19.20
23910 - Small Engine Mechanic	16.50
23931 - Telecommunications Mechanic I	24.15
23932 - Telecommunications Mechanic II	25.23
23950 - Telephone Lineman	21.31
23960 - Welder, Combination, Maintenance	18.14
23965 - Well Driller	20.11
23970 - Woodcraft Worker	20.11
23980 - Woodworker	14.58
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.25
24580 - Child Care Center Clerk	13.34
24610 - Chore Aide	10.53
24620 - Family Readiness And Support Services Coordinator	13.26
24630 - Homemaker	16.32
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.20
25040 - Sewage Plant Operator	18.79
25070 - Stationary Engineer	19.20
25190 - Ventilation Equipment Tender	14.23
25210 - Water Treatment Plant Operator	18.79
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.87
27007 - Baggage Inspector	12.42
27008 - Corrections Officer	18.77
27010 - Court Security Officer	18.77
27030 - Detection Dog Handler	17.09
27040 - Detention Officer	18.77
27070 - Firefighter	19.22
27101 - Guard I	12.42
27102 - Guard II	17.09
27131 - Police Officer I	20.43
27132 - Police Officer II	22.70
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.12
28042 - Carnival Equipment Repairer	13.43
28043 - Carnival Equipment Worker	9.04
28210 - Gate Attendant/Gate Tender	13.56
28310 - Lifeguard	12.08
28350 - Park Attendant (Aide)	15.16

28510 - Recreation Aide/Health Facility Attendant	11.07
28515 - Recreation Specialist	18.79
28630 - Sports Official	12.08
28690 - Swimming Pool Operator	14.79
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.91
29020 - Hatch Tender	17.91
29030 - Line Handler	17.91
29041 - Stevedore I	17.02
29042 - Stevedore II	20.11
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.80
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	14.56
30022 - Archeological Technician II	16.54
30023 - Archeological Technician III	20.23
30030 - Cartographic Technician	19.71
30040 - Civil Engineering Technician	20.89
30061 - Drafter/CAD Operator I	13.92
30062 - Drafter/CAD Operator II	15.57
30063 - Drafter/CAD Operator III	18.21
30064 - Drafter/CAD Operator IV	21.36
30081 - Engineering Technician I	15.41
30082 - Engineering Technician II	17.30
30083 - Engineering Technician III	19.35
30084 - Engineering Technician IV	23.98
30085 - Engineering Technician V	29.33
30086 - Engineering Technician VI	35.49
30090 - Environmental Technician	18.78
30210 - Laboratory Technician	22.77
30240 - Mathematical Technician	19.29
30361 - Paralegal/Legal Assistant I	15.19
30362 - Paralegal/Legal Assistant II	20.55
30363 - Paralegal/Legal Assistant III	25.12
30364 - Paralegal/Legal Assistant IV	30.43
30390 - Photo-Optics Technician	19.71
30461 - Technical Writer I	19.86
30462 - Technical Writer II	24.29
30463 - Technical Writer III	29.39
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	18.21
Surface Programs	
30621 - Weather Observer, Senior (see 2)	19.59
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.22
31030 - Bus Driver	12.82
31043 - Driver Courier	15.56
31260 - Parking and Lot Attendant	11.35
31290 - Shuttle Bus Driver	13.22
31310 - Taxi Driver	13.42
31361 - Truckdriver, Light	14.77
31362 - Truckdriver, Medium	15.11
31363 - Truckdriver, Heavy	15.38
31364 - Truckdriver, Tractor-Trailer	15.38
99000 - Miscellaneous Occupations	
99030 - Cashier	9.59

99050 - Desk Clerk	10.15
99095 - Embalmer	23.84
99251 - Laboratory Animal Caretaker I	10.25
99252 - Laboratory Animal Caretaker II	11.13
99310 - Mortician	23.84
99410 - Pest Controller	14.24
99510 - Photofinishing Worker	10.82
99710 - Recycling Laborer	13.25
99711 - Recycling Specialist	15.71
99730 - Refuse Collector	12.05
99810 - Sales Clerk	11.66
99820 - School Crossing Guard	10.86
99830 - Survey Party Chief	17.08
99831 - Surveying Aide	11.32
99832 - Surveying Technician	15.53
99840 - Vending Machine Attendant	13.23
99841 - Vending Machine Repairer	15.49
99842 - Vending Machine Repairer Helper	13.23

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

ATTACHMENT 4.2
DATA REQUIREMENTS LIST

DATA REQUIREMENTS DOCUMENTS			
DRD Number		Revision 0	
Project/System Kennedy Institutional Support Services III (KISS III)			
Contract Number		Preparation Date	
Contractor		Technical Approval	
Attachment Number 4.2		Exhibit Number	
ITEM	DRD NO.	TITLE	CHANGE STATUS
4.2.1	DRD 001	Workforce Report	
4.2.2	DRD 002	Management and Control Plan for Treatment and Access to Sensitive Information	
4.2.3	DRD 003	Listing of Current Employees & Training Status Regarding Treatment of Sensitive	
4.2.4	DRD 004	Task Order Tracking Report	
4.2.5	DRD 005	Weekly Activity Report	
4.2.6	DRD 006	Advanced Notification of Workforce Reductions Report	
4.2.7	DRD 007	Records Management Program Plan	
4.2.8	DRD 008	Summary of Record Holdings & Transfers (File Plan)	
4.2.9	DRD 009	Task Order Progress Report	
4.2.10	DRD 010	Employee Desk Guide	

INSTRUCTIONS FOR COMPLETING CONTRACT APPLICATION INFORMATION

- A. **LINE ITEM NO.** Sequentially number line items beginning with number 001.
- B. **LINE ITEM TITLE** - Enter the title of the data item, as shown in the Statement of Work (SOW), the RFP and/or as directed by the CTM.
- C. **OPR** (OFFICE OF PRIMARY RESPONSIBILITY) - Enter the organization designated to exercise technical and or administrative control over the data requirement. Use approved organizational code.
- D. **TYPE** - Enter "Type of Data" code as follows:

<u>CODE</u>	<u>DESCRIPTION</u>
1	Data requiring written approval by the procuring activity prior to implementation into the procurement or development program.
2	Data submitted to the procuring activity for review not later than three weeks prior to project implementation. Data shall be considered approved unless the contractor has been notified of disapproval prior to project implementation.
3	Data submitted to the procuring activity for coordination, surveillance, or information.
4	Data retained by the contractor to be made available to the procuring activity upon request. The contractor shall furnish a list to the procuring activity.
5	Data to be retained by the contractor and reviewed by NASA on request.

- E. **INSPECT/ACCEPT** - Enter Inspection Acceptance code as follows:

<u>CODE</u>	<u>INSPECTION</u>	<u>ACCEPTANCE</u>	<u>CODE</u>	<u>INSPECTION</u>	<u>ACCEPTANCE</u>
1	Source	Source	4	Certificate of Conformance	(Mandatory)
2	Destination (OPR)	Destination (OPR)	5	Certificate of Conformance	(Optional)
3	Source	Destination (OPR)	6	No Inspection Required No Acceptance Required	

- F. **FREQ. OF SUBM.** - Enter the frequency of submission code as follows:

<u>CODE</u>	<u>DESCRIPTION</u>	<u>CODE</u>	<u>DESCRIPTION</u>	<u>CODE</u>	<u>DESCRIPTION</u>
AD	AS DIRECTED	PC	PER CONTRACT	PV	PER VEHICLE
AN	ANNUAL	PD	PER FAILURE	QU	QUARTERLY
AR	AS REQUIRED	PE	PER EVENT	RD	AS RELEASED
BE	BIENNIAL	PF	PER FACILITY	RT	ONE TIME & REVISIONS
BM	BIMONTHLY (every two months)	PG		PER PROGRAM	SA
	SEMI ANNUALLY				
BW	BIWEEKLY (every two weeks)	PI		PER EQUIPMENT END ITEM	
SM	SEMI MONTHLY				
DA	DAILY	PJ	PER PROJECT	TY	THREE YEAR PERIOD
DD	DEFERRED DELIVERY	PL	PER LAUNCH FLIGHT MISSION	UR	UPON REQUEST
MO	MONTHLY	PS	PER SYSTEM	WK	WEEKLY
OT	ONE TIME	PT	PER TEST		

- G. **INITIAL SUBMITTAL**-Enter date of initial submittal as follows: Month, Day, Year. If calendar date is not scheduled, enter number of days preceding, or following, event to which the data requirement is related (e.g., 90 days prior to launch). Amplify in REMARKS, Item J, if necessary.
- H. **AS OF DATE** - For "Onetime Only" submittals, enter date by month/day/year. For recurring submittals, enter number coding (e.g., 30/10, 90/10, 15/5, etc.). The first digit(s) indicate the number of calendar days from the reporting period's (Block F) start to the data preparation cut off. The second digit(s), after the slash, indicate the number of calendar days from the cut off to the submittal date. Example: If Block F were "MO" and Block H were "30/10", the data would include the entire month and would be submitted within 10 days thereafter.
- J. **REMARKS:** Enter in this space:
 - a. Minor exceptions to the DRD.
 - b. Stipulation of specific forms when multiple forms are authorized on the DRD.
 - c. The paragraph, page, etc., in an existing contract where the data requirement is specified. (This data may be removed at final approval.)
 - d. Additional submittal information, if necessary.
- K. **DISTRIBUTION** - Enter organizational symbol, number of copies, and type of copy code(s) (in parenthesis) required for each office. Type of copy codes are as follows:

<u>CODE</u>	<u>DEFINITION</u>	<u>CODE</u>	<u>DEFINITION</u>
A	Regular	C	Microfilm, Aperture Cards
B	Reproducible	D	Other, (Explain in remarks, Item J).

EXAMPLE ENTRIES:
 IS-PRO-2 (1A) = One regular copy.
 IS-PRO-3 (5 A, 1B) = Five Regular copies, One Reproducible copy.

Enter the total number of copies by type in the space provided

**INSTRUCTIONS FOR COMPLETING DATA
REQUIREMENT DESCRIPTION**

GENERAL - The Data Requirement Description (DRD) will be prepared to describe the content and provide preparation information for data required in support of NASA programs.

1. **TITLE** - Enter the title or type of document required. The first word of the title should be a principal noun which best established the basic concept of the data. Subsequent words should be appropriate modifiers.

Examples: Plan, Project Development (SIVB)
Specification, Test (GSE)
Report, Quarterly Progress
Proposal, Engineering change (ECP)

2. **NUMBER** - Enter the appropriate number assigned to the DRD. This number will identify the appropriate data category.
3. **USE** - Enter a synopsis of the use of the document, stating reason for the requirement.
4. **DATE** - Enter date of preparation.
5. **ORGANIZATION** - Identify the installation preparing the DRD.
6. **REFERENCES** - List applicable documents by number, (NASA Management Manual, Mil Specifications, Federal Standards, NASA Procurement Regulation, etc.) to which the preparing office (e.g., NASA installations, contractors, etc.) may refer for additional information concerning the data requirement.
7. **INTERRELATIONSHIP** - Enter all affected approved DRDs within the scope of the program when the DRD under preparation creates a significant impact or interface relationship with existing DRDs. Include a brief narrative of the impact or relationship created and a statement that the new DRD does not cause a conflict with other DRDs.
8. **PREPARATION INFORMATION** - Provide ample information for preparation of the data required by the data requirements description; include all necessary details of preparation to satisfy the originator's formal requirements.

DATA REQUIREMENT 4.2.1

CONTRACT APPLICATION INFORMATION FOR DRL <u>KISS III</u>					A. ITEM NO. 001										
B. LINE ITEM TITLE: Workforce Report															
C. OPR.	D. TYPE	E. INSPECT/ ACCEPT	F. FREQ.	G. INITIAL SUB.	H. AS OF DATE										
BA-D	3	6	QU	10/10/12	90/10										
J. REMARKS:															
K. DISTRIBUTION															
1. OP-OS, Contracting Officer 2. BA-D, Workforce Planning and Analysis Office 3. OP, Labor Relations Office 4. Contracting Officer Technical Representative					<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">NO.</td> <td style="width:50%; text-align: center;">TYPE</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">B</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	NO.	TYPE	4	B						
NO.	TYPE														
4	B														
DATA REQUIREMENT DESCRIPTION															
1. TITLE Workforce Report				2. NUMBER											
3. USE Information for workforce reporting requirements.				4. DATE											
				5. ORGANIZATION KSC/BA-D											
7. INTERRELATIONSHIP				6. REFERENCES KSC 52.242-93											
8. PREPARATION INFORMATION															
<p>The Contractor shall submit, on a quarterly basis, a manpower report delineating information about its workforce, in accordance with Article 2.57 and 2.58, KSC 52.242-93 (Oct 2006) and Alternate 1 (Jul 2011), which includes the following:</p> <ol style="list-style-type: none"> 1. Contract Number 2. Contractor's total on-site workforce 3. Total on-site union represented employees by bargaining unit 4. Total on-site non-union represented employees 5. Total off-site workforce performing on the contract <p>The Contractor shall provide this information no later than 10 days after the close of each reporting period which end March 31st, June 30th, September 30th, and December 31st. The report shall be submitted to the Contracting Officer with copies to Workforce Planning and Analysis Office, (Code BA-D) and Industrial Labor Relations office (Code OP).</p> <p>Contractor form is acceptable.</p>															

DATA REQUIREMENT 4.2.2

CONTRACT APPLICATION INFORMATION FOR DRL <u>KISS III</u>					A. ITEM NO. 002										
B. LINE ITEM TITLE: Management and Control Plan for Treatment and Access to Sensitive Information															
C. OPR.	D. TYPE	E. INSPECT/ ACCEPT	F. FREQ.	G. INITIAL SUB.	H. AS OF DATE										
OP-OS	2	6	QU	45 days after award	N/A										
J. REMARKS:															
K. DISTRIBUTION 1. OP-OS, Contracting Officer					<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">NO.</th> <th style="width:50%;">TYPE</th> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">B</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	NO.	TYPE	1	B						
NO.	TYPE														
1	B														

DATA REQUIREMENT DESCRIPTION

1. TITLE Management and Control Plan for Treatment and Access to Sensitive Information	2. NUMBER
3. USE Document contractor's approach for compliance with NFS 1852.237-72	4. DATE
	5. ORGANIZATION OP-OS
7. INTERRELATIONSHIP	6. REFERENCES NFS 1852.237-72

8. PREPARATION INFORMATION

The plan shall describe how the contractor will fully comply with the management and control of sensitive information as specified in Article 2.48, NFS Clause 1852.237-72. The plan shall, as a minimum, devote a section to each of the seven requirements specified in Section (c) of the clause. This document is incorporated into Section 4 of the contract.

Copies of revisions to the plan shall be promptly provided to the Contracting Officer.

The contractor can reasonably expect that the Government will conduct a minimum of one annual audit of the contractor's compliance with the plan.

DATA REQUIREMENT 4.2.3

CONTRACT APPLICATION INFORMATION FOR DRL <u>KISS III</u>					A. ITEM NO. 003
B. LINE ITEM TITLE: Listing of Current Employees and Training Status Regarding Treatment of Sensitive Information					
C. OPR. OP-OS	D. TYPE 3	E. INSPECT/ ACCEPT 6	F. FREQ. MO	G. INITIAL SUB. 30 days after award	H. AS OF DATE 30/10
J. REMARKS:					
K. DISTRIBUTION					
1. OP-OS, Contracting Officer 2. Contracting Officer Technical Representative 3. Resource Management Office				NO.	TYPE
				3	B
DATA REQUIREMENT DESCRIPTION					
1. TITLE Listing of Current Employees and Training Status Regarding Treatment of Sensitive Information				2. NUMBER	
3. USE 1. A roster of all contractor personnel currently on contract and contains detailed information on date of hire, Task Order, Civil Servant and Directorate Supported. 2. Documents training status regarding "Treatment of Sensitive Information" in compliance with NFS 1852.237-72(c)(5) and (6) and Contractor's Organizational Conflict of Interest (OCI) Mitigation Plan, Section 4, Attachment 4.4.2 3. Documents contractor personnel start date as a Service Contract Act (SCA) employee to ensure compliance with the calculation of vacation anniversary date per the Service Contract Act of 1965 (41 U.S.C. 351, et seq) section 2(b)(1) (as amended) if applicable.				4. DATE	
				5. ORGANIZATION OP-OS	
7. INTERRELATIONSHIP				6. REFERENCES NFS 1852.237-72	
8. PREPARATION INFORMATION					
The report shall include a listing of all contractor employees identified on the task orders. The report shall include: <ol style="list-style-type: none"> 1. Directorate Support (Org Code) 2. Task Order Number 3. Task Order Name 4. Task Order Technical Monitor(s) Name 5. Contact Name (Best Civil Servant Employee to Contact about this person) include Phone Number 6. Name 7. Position Title 8. Date of Hire 9. SCA calculated date of hire (if applicable) 10. Date of Employees Written Affirmation that the training required by Article 2.48, NFS 1852.237-72, Access to Sensitive Information, has been received. <p>Contractor Form is acceptable.</p>					

DATA REQUIREMENT 4.2.4

CONTRACT APPLICATION INFORMATION FOR DRL <u>KISS III</u>					A. ITEM NO. 004
B. LINE ITEM TITLE: Task Order Tracking Report					
C. OPR. OP-OS	D. TYPE 3	E. INSPECT/ ACCEPT 6	F. FREQ. MO	G. INITIAL SUB. 15 th day of each month	H. AS OF DATE 30/10
J. REMARKS:					
K. DISTRIBUTION					NO.
1. OP-OS, Contracting Officer					TYPE
2. Contracting Officer Technical Representative					3
3. Resource Management Office					B
DATA REQUIREMENT DESCRIPTION					
1. TITLE Task Order Tracking Report				2. NUMBER	
3. USE To track all task orders awarded against this task order and to monitor funding as compared to contract value.				4. DATE	
				5. ORGANIZATION OP-OS	
7. INTERRELATIONSHIP				6. REFERENCES	
8. PREPARATION INFORMATION					
The report shall include a listing of all task orders awarded against this contract with the following information:					
<ol style="list-style-type: none"> 1. Task Order number 2. Task Order title 3. Task Order requiring organization 4. Task Order headcount 5. Task Order period of performance 6. Task Order Status (Open or Closed) 7. Task Order not-to-exceed (NTE) value for current contract period (i.e., Base Period, etc.) 8. Task Order cumulative actual invoiced amount 9. Task Order actual invoiced amount -- for the current month 10. Task Order final amount billed 11. Cumulative Total NTE Contract Value 12. Sum of all Task Order values and headcounts 					
Upon Task Order completion, this report shall mark the Task Order as "closed" & shall report the final billed value of the Task Order.					
The report shall have an "Actual Hours Worked" attachment for each Task Order with the following information:					
<ol style="list-style-type: none"> 1. Task Order number 2. Task Order title 3. Task Order requiring organization 4. Listing of each position for that Task Order, actual hours worked for the month & cumulative (Straight Time & Overtime), total labor dollar costs for the month & cumulative (Straight Time & Overtime) 5. Subtotal Labor hours and costs for the month & cumulative (Straight Time & Overtime) 6. Travel costs for the month & cumulative 7. Total costs for the month & cumulative 8. Current Contract Period (i.e., Base Period) not-to-exceed (NTE) value, by cost element (i.e., Straight Time, Overtime, etc.) 9. Cumulative Contract Period billed, by cost element 10. Calculate the difference between the NTE and Billed costs by cost element 					
Contractor form is acceptable					

DATA REQUIREMENT 4.2.5

CONTRACT APPLICATION INFORMATION FOR DRL <u>KISS III</u>					A. ITEM NO. 005	
B. LINE ITEM TITLE: Weekly Activity Report						
C. OPR.	D. TYPE	E. INSPECT/ ACCEPT	F. FREQ.	G. INITIAL SUB.	H. AS OF DATE	
OP-OS	3	6	WK	1 week after award	7/2	
J. REMARKS:						
K. DISTRIBUTION						
<ol style="list-style-type: none"> 1. OP-OS, Contracting Officer 2. Contracting Officer Technical Representative 3. Task Order Technical Monitors 					NO.	TYPE
					TBD	B
DATA REQUIREMENT DESCRIPTION						
1. TITLE Weekly Activity Report				2. NUMBER		
3. USE To provide insight into status of all activities under contract.				4. DATE		
				5. ORGANIZATION OP-OS		
7. INTERRELATIONSHIP				6. REFERENCES		
8. PREPARATION INFORMATION						
<p>The report shall describe the Contractor's weekly activities and identify accomplishments and issues to an appropriate level of detail such that the Government is provided insight into the Contractor's performance and can aid in resolution of issues as needed. This information shall be organized by Task Order.</p> <p>Contractor form is acceptable.</p>						

DATA REQUIREMENT 4.2.6

CONTRACT APPLICATION INFORMATION FOR DRL <u>KISS III</u>					A. ITEM NO. 006
B. LINE ITEM TITLE: Advanced Notification of Workforce Reductions Report					
C. OPR.	D. TYPE	E. INSPECT/ ACCEPT	F. FREQ.	G. INITIAL SUB.	H. AS OF DATE
OP	3	6	AR	See *J remarks	As Required
J. REMARKS: The contractor shall notify in writing to the Industrial Relations Officer (IRO), Code OP, with a copy to the contracting officer, at least 15 calendar days in advance of notification to employees of any planned reduction of permanent, full-time, and part-time employees that exceeds 10% of the total contract workforce or 25 employees, whichever is less. In addition, if Workforce Adjustment and Retraining Notification (WARN) Act notification is required, the contractor shall provide the IRO and the contracting officer the information required by the WARN Act, Section 639.7(c) and a listing of all organizations to be notified including those required by Section 639.6(a), (c), and (d), at least five (5) days prior to issuance of the notification.					
K. DISTRIBUTION					
1. OP - Industrial Relations Officer (1A)					NO.
2. OP-OS, Contracting Officer (1A)					TYPE
3. Contracting Officer Technical Representative (1A)					3
					A
DATA REQUIREMENT DESCRIPTION					
1. TITLE Advanced Notification of Workforce Reductions Report				2. NUMBER	
3. USE This document describes the contractor's overall management systems for the implementation and accomplishment of the contract Statement of Work (SOW).				4. DATE	
				5. ORGANIZATION OP	
7. INTERRELATIONSHIP				6. REFERENCES WARN Act, Section(s): 639.6(a), (c), (d), 639.7(c)	
8. PREPARATION INFORMATION					
The notification shall include:					
1. The reason for the reduction in workforce,					
2. The number of employees impacted,					
3. Their labor classifications,					
4. Their physical location, and					
5. Their location within contract organizational structure.					
The notification shall also identify:					
1. The expected date of the first separation and					
2. The anticipated schedule for making separations, as well as					
3. The name and telephone number of a company official to contact for further information.					
Contractor format is acceptable.					

DATA REQUIREMENT 4.2.7

CONTRACT APPLICATION INFORMATION FOR DRL <u>KISS III</u> page 1 of 3					A. ITEM NO. 007
B. LINE ITEM TITLE: Records Management Program Plan					
C. OPR.	D. TYPE	E. INSPECT/ ACCEPT	F. FREQ.	G. INITIAL SUB.	H. AS OF DATE
IT	3	6	AR	60 days after award	60 days after award
J. REMARKS:					
K. DISTRIBUTION					
1. OP-OS, Contracting Officer 2. IT (1B) Records Manager 3. Contracting Officer Technical Representative				NO.	TYPE
				3	B
DATA REQUIREMENT DESCRIPTION					
1. TITLE Records Management Program Plan				2. NUMBER	
3. USE To describe the overall approach to the Records Management Program.				4. DATE	
				5. ORGANIZATION KSC/IT	
7. INTERRELATIONSHIP				6. REFERENCES	
8. PREPARATION INFORMATION					
<p>Contractor format is acceptable as long as the guidance described in the applicable documents is followed.</p> <p>The following definitions are provided for clarification purposes.</p> <p>(a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the contractor either as the contracting officer may from time to time direct during the process of the work or, in any event, as the contracting officer shall direct upon completion or termination of the contract.</p> <p>(b) Contractor-owned records The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.</p> <p>(1) Employment-related records (such as workers compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records, records on ethics, employee concerns, and other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health –related records and similar files), except for those records described by the contract as being maintained in Privacy Act systems of records.</p> <p>(2) Confidential contractor financial information, and correspondence between the contractor and other segments of the contractor located away from the NASA Center (i.e., the contractor’s corporate headquarters);</p>					
(Continued on next page)					

B. LINE ITEM TITLE:

Records Management Program Plan

- (3) Records relating to any procurement action by the contractor, (confidential financial information and correspondence obtained by the Contractor for use in its subcontracts; source selection and other confidential, pre-decisional, or similar documents relating to the Contractor's deliberative process in selecting subcontractors) except for records that fall under 48 CFR Chapter 18 that may apply to NASA;
- (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges;
- (5) The following categories of records maintained pursuant to the technology transfer clause of this contract.
 - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
 - (ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
 - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

(C) **Metadata**

Metadata as defined by ISO 15489 3.12 "Metadata: data describing context, content, and structure of records and their management through time."

B. LINE ITEM TITLE:

Records Management Program Plan**DATA PREPARATION INFORMATION**

1. **SCOPE:** This pertains to all records management programs.
2. **APPLICABLE DOCUMENTS:**
 - (1) 44 U.S.C. Chapters 29, 31, 33.
 - (2) 44 U.S.C. 3501 et. seq., Paperwork Reduction Act.
 - (3) 36 CFR Parts 1220-1238.
 - (4) 5 U.S.C. 522, The Freedom of Information Act as amended.
 - (5) 5 U.S.C. 522a, The Privacy Act of 1974 as amended.
 - (6) OMB Circular A-123, Internal Control Systems
 - (7) OMB Circular A-130, Management of Federal Information Resources.
 - (8) Executive Order 12656, Assignment of Emergency Preparedness Responsibilities, Sections 201, 202, 1901, and 2001 (November 18, 1988), as amended.
 - (9) NPD 1440.6 (As revised) – NASA Records Management
 - (10) NPR 1441.1 (As revised) – NASA Records Schedule
 - (11) NPD 2190.1 (As revised) – NASA Export Control Program,

Center Specific:

- (12) KNPD 1440.6 (As Revised) – KSC Records Management
3. **CONTENTS:** The Records Management Plan (RMP) shall describe the implementation of a records management program in accordance with compliance requirement above. The RMP shall provide sufficient detail to demonstrate an understanding of the compliance requirements including the following areas:
 - I. Program Management
 - a. Program authorization and organization
 - b. Guidance and training
 - c. Internal Evaluations
 - d. Procedures and Processes
 - II. Records Creation/Recordkeeping Requirements
 - a. Creation of records/adequacy of documentation
 - b. Contractor Records
 - III. Records Maintenance (General) a. General b. Paper-based Records
 - IV. Maintenance of Special Records
 - a. Electronic Records
 - b. Audiovisual Records
 - c. Cartographic and Architectural Records
 - d. Micrographic Records
 - V. Records Disposition a. Records Deposition Schedule Implementation
 - VI. Vital Records

DATA REQUIREMENT 4.2.8

CONTRACT APPLICATION INFORMATION FOR DRL <u>KISS III</u>					A. ITEM NO. 008
B. LINE ITEM TITLE: Summary of Records Holdings & Transfers (File Plan)					
C. OPR. IT	D. TYPE 3	E. INSPECT/ ACCEPT 6	F. FREQ. AN	G. INITIAL SUB. 120 days after award	H. AS OF DATE 120 days after award
J. REMARKS: See block 8.					
K. DISTRIBUTION					NO.
1. OP-OS, Contracting Officer					TYPE
2. IT, Records Manager					3
3. Contracting Officer Technical Representative					B
DATA REQUIREMENT DESCRIPTION					
1. TITLE Summary of Records Holdings & Transfers (File Plan)				2. NUMBER	
3. USE To submit summary of records holdings as specified in stated requirements.				4. DATE	
				5. ORGANIZATION KSC/IT	
7. INTERRELATIONSHIP				6. REFERENCES See block 8.	
8. PREPARATION INFORMATION Contractor format is acceptable as long as the guidance described in the applicable documents is followed.					
DATA PREPARATION INFORMATION					
14. SCOPE: All records management programs.					
15. APPLICABLE DOCUMENTS:					
a. NPD 1440.6 (As revised) – NASA Records Management					
b. NPR 1441 (As revised) – NASA Retention Schedule					
c. KNPD 1440.6 (As revised) – KSC Records Management					
d. NPD 2190.1 (As revised) – NASA Export Control Program,					
16. CONTENTS: The contractor's format is acceptable. The file plan shall include at a minimum, the following data:					
a. AFS#: NPR 1441.1					
b. Item#: NPR 1441.1					
c. Record Title: Record Series description, a description of the record and its function					
d. Office of Record: Office responsible for retiring the record at end of lifecycle					
e. Location: Physical location of records					
f. Retention/Disposition: The period of time the record shall be kept, and how it is treated at the end of its active lifecycle					
g. Permanent vs. Temporary: Designation of permanent status or temporary status of records					
h. Vital Status: Records identified as necessary for continuing operations immediately following an emergency					
i. Volume: Amount of records					

DATA REQUIREMENT 4.2.9

CONTRACT APPLICATION INFORMATION FOR DRL <u>KISS III</u>					A. ITEM NO. 009
B. LINE ITEM TITLE: Task Order Progress Report					
C. OPR. OP-OS	D. TYPE 3	E. INSPECT/ ACCEPT 6	F. FREQ. MO	G. INITIAL SUB. 15 th day of each month	H. AS OF DATE 30/10
J. REMARKS:					
K. DISTRIBUTION					
1. OP-OS, Contracting Officer 2. Contracting Officer Technical Representative 3. Resource Management Office					NO.
					TYPE
					3
					B
DATA REQUIREMENT DESCRIPTION					
1. TITLE Task Order Progress Report				2. NUMBER	
3. USE Reconciliation of Contractors' actual hours worked compared to plan				4. DATE	
				5. ORGANIZATION OP-OS	
7. INTERRELATIONSHIP				6. REFERENCES	
8. PREPARATION INFORMATION					
Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information: <ol style="list-style-type: none"> (1) Contract number, task order number, and date of the order. (2) Task ceiling price. (3) Cost and hours incurred to date for each issued task. (4) Costs and hours estimated to complete each issued task. (5) Cost summary of the status of all tasks issued under the contract. (6) Significant issues/problems associated with hours over/under running by task. <p>Backup data for hours should be provided by Employee by Task Order for Monthly and Cumulative hours.</p> <p>Contractor format is acceptable.</p>					

DATA REQUIREMENT 4.2.10

CONTRACT APPLICATION INFORMATION FOR DRL <u>KISS III</u>					A. ITEM NO. 010
B. LINE ITEM TITLE: Employee Desk Guide					
C. OPR. OP-OS	D. TYPE 3	E. INSPECT/ ACCEPT 6	F. FREQ. YR	G. INITIAL SUB. 30 days after award	H. AS OF DATE 30/10
J. REMARKS:					
K. DISTRIBUTION					NO.
1. OP-OS, Contracting Officer					TYPE
2. Contracting Officer Technical Representative					3
3. KISS Employee					B
DATA REQUIREMENT DESCRIPTION					
1. TITLE Employee Desk Guide				2. NUMBER	
3. USE Desk Guide are a job familiarization "how to" desk instruction for each funded contractor employee position. These guides serve as a training tool and reference manual for the contractor employee.				4. DATE	
				5. ORGANIZATION OP-OS	
7. INTERRELATIONSHIP				6. REFERENCES	
8. PREPARATION INFORMATION					
<p>The Contractor shall submit a Desk Guide to each Contractor Employee, updated annually, delineating instructions on the task being performed. These guides shall include:</p> <ol style="list-style-type: none"> 1. Contract number 2. Task Order number(s) 3. Employee Position/Title 4. DRD Name and Number 5. Revision Date 6. Guidance on work performed by the contractor employee in line with duties as provided in the respective Task Order Statement of Work (SOW). Desk guides can be used for multiple positions descriptions, as defined in Section 4 Attachment 3 of the contract, as long as there is no deviation in the work performed as defined by the respective Task Order SOW. <p>The Contractor shall produce the Desk Guide (electronically) as part of the performance of this contract and shall be the property of the Government and shall be delivered to the Government as the contracting officer shall direct upon completion or termination of the contract. Government will provide follow on contractor with the Desk Guide for implementation and continued updating at contract award within 30 days. Desk Guides will be reviewed and updated yearly as applicable. Desk guides will be produced within 90 days of adding any new position descriptions on contract.</p>					

ATTACHMENT 4.3
CONTRACT LABOR CATEGORY JOB DESCRIPTION

	Labor Category	Qualifications	Position Description
	Subject to Service Contract Act:		
1	ACCOUNTING CLERK I	High School diploma or equivalent of 0-1 year of experience	This position is responsible for performing one or more routine accounting clerical operations such as: examining, verifying, and correcting various accounting documents to ensure completeness and accuracy of data in accordance to accounting procedures. Specific tasks/duties are assigned under adequate supervision. Entry-level reconciliation and posting will be assigned under detailed guidance. In most instances, an employee in this position will rely on the supervisors' instructions. Completed work will be reviewed for accuracy and compliance with procedures.
2	ACCOUNTING CLERK II	A high school diploma and 1-2 years of experience in the field or related area	This position uses knowledge of double entry bookkeeping in performing one or more of the following: posting actions to journals, identifying subsidiary accounts affected, making debit and credit entries, and assigning proper codes. The Accounting Clerk II may review computer printouts against manually maintained journals, detect and correct erroneous postings, and prepare documents to adjust accounting classifications and other data, or review lists of transactions rejected by an automated system. In this instance, the Accounting Clerk II will determine reasons for rejections, and prepare necessary correcting material. On routine assignments, an employee will select and apply established procedures and techniques. Detailed instructions are provided for difficult or unusual assignments. Completed work and methods used, are reviewed for technical accuracy.

	Labor Category	Qualifications	Position Description
	Subject to Service Contract Act:		
3	ACCOUNTING CLERK III	A high school diploma and 2-3 years of experience in the field or related area	The Accounting Clerk III maintains journals or subsidiary ledgers of an accounting system and balances and reconciles accounts. Typical duties include one or both of the following: 1.) reviewing invoices and statements verifying information, ensuring sufficient funds have been obligated, and if questionable, resolving with the submitting unit determining accounts involved. The review will include coding transactions, and processing material through data processing for application in the accounting system; 2.) analysis and reconciliation of computer printouts with operating unit reports (contacting units, researching causes of discrepancies, and taking action to ensure that accounts balance). Supervisor provides suggestions for handling unusual or non-recurring transactions. Conformance with requirements and technical soundness of completed work are reviewed by the supervisor, or are controlled by mechanisms built into the accounting processes.
4	ADMINISTRATIVE ASSISTANT	High school diploma and 2 years experience	In addition to secretarial duties (filing, taking phone calls, scheduling appointments, making travel arrangements), this position will provide administrative support to executive staff with office management responsibilities to include budgeting, personnel records and payroll. The Administrative Assistant may be required to work independently on projects requiring research and preparation of briefing charts and other presentation materials.

	Labor Category	Qualifications	Position Description
	Subject to Service Contract Act:		
5	SECRETARY I	High school diploma	This position provides support to staff that is directed through face to face meetings and whose organizational structure is not complex. Serves as office representative in a professional and courteous manner. Carries out recurring office procedures independently. Selects the guideline or reference which fits the specific case. Ensures consistent and quality products. Performs varied duties including or comparable to the following: handles visitors/phone calls, maintains calendar, operates office automation equipment, coordinates travel, maintains files, coordinates and tracks correspondence, coordinates and tracks actions, coordinates meetings, schedules conference rooms, takes meeting minutes, disseminates information, coordinates moves and information services.
6	SECRETARY II	High school diploma	This position provides support to staff who directs subordinates through intermediate supervisors and whose organizational structure is complex and divided into subordinate groups. Serves as office representative in a professional and courteous manner. Carries out recurring office procedures independently. Has intermediate knowledge of general practices, guidelines and references and selects to specific case as appropriate. Ensures consistent and quality products. Performs varied duties including or comparable to the following: handles visitors/phone calls, maintains calendar, operates office automation equipment, coordinates travel, maintains files, coordinates and tracks correspondence, coordinates and tracks actions, coordinates meetings, schedules conference rooms, takes meeting minutes, disseminates information, coordinates moves and information services.

	Labor Category	Qualifications	Position Description
	Subject to Service Contract Act:		
7	SECRETARY III	High school diploma, minimum of one (1) year of experience in office administration.	This position provides support to staff whose organizational structure is divided into two or more subordinate supervisory levels (of which at least one is a managerial level) with several subdivisions at each level and who plays an important role in determining the policies and major programs of the entire organization. Serves as office representative in a professional and courteous manner. Carries out recurring office procedures independently. Has comprehensive knowledge of general practices, guidelines and references and selects to specific case as appropriate. Provides policy and procedural guidance to managers and secretaries/management support assistants. Ensures consistent and quality products. Performs varied duties including or comparable to the following: handles visitors/phone calls, maintains calendar, operates office automation equipment, coordinates travel, maintains files, coordinates and tracks correspondence, coordinates and tracks actions, coordinates meetings, schedules conference rooms, takes meeting minutes, disseminates information, coordinates moves and information services.

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
8	ACCOUNTANT I	Degree in accounting or a degree in a related field such as business administration, finance, or public administration that has 24 semester hours in accounting. The 24 hours may include up to 6 hours of credit in business law. At least 1 year of specialized experience as an accountant.	Knowledge and skill in the performance of a wide range of operational accounting issues; including cost accounting, property accounting, reimbursement accounting and all other relevant areas within financial management. Supports routine or well established procedures and must comply with policies and procedures prescribed in the NASA Financial Management Regulations. Has a working knowledge of and adherence to Generally Accepted Accounting principles (GAAP). Knowledge of accounting principles, concepts, techniques, policies, procedures, cost accounting elements, theories and the ability to apply them to theoretical and actual financial problems with versatility and judgment. Assist in completing accounting assignments and projects with scheduled deadlines, resolving problems and conflicts, and effectively communicating with customers on actionable events, milestones, and/or program issues under review.
9	ACCOUNTANT II	Degree in accounting or a degree in a related field such as business administration, finance, or public administration that has 24 semester hours in accounting. The 24 hours may include up to 6 hours of credit in business law. At least 3 year of specialized experience as an accountant.	Good working knowledge and skill in the performance of a wide range of operational accounting issues; including cost accounting, property accounting, reimbursement accounting and all other relevant areas within financial management. Implements established procedures and must comply with policies and procedures prescribed in the NASA Financial Management Regulations; knowledge of and adherence to Generally Accepted Accounting principles (GAAP). Professional knowledge of accounting principles, concepts, techniques, policies, procedures, cost accounting elements, theories and the ability to apply them to theoretical and actual financial problems with versatility and judgment. Provides support in completing accounting assignments and projects with scheduled deadlines, resolving problems and conflicts, and effectively communicating with customers on actionable events, milestones, and/or program issues under review.
10	ACCOUNTANT III	Degree in accounting or a degree in a related field such as business administration, finance, or public administration that has 24	Detailed, in-depth, knowledge and skill in the performance of a wide range of operational accounting issues; including cost accounting, property accounting, reimbursement accounting and all other relevant areas within financial management. Knowledge of government, NASA and KSC regulations, procedures, theories and practices relating to assigned systems sufficient to develop or modify software

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
		<p>semester hours in accounting. The 24 hours may include up to 6 hours of credit in business law. At least 5 year of specialized experience as an accountant.</p>	<p>characteristics and accounting methods to meet functional requirements; thorough knowledge of and adherence to Generally Accepted Accounting principles (GAAP). Professional knowledge of accounting principles, concepts, techniques, policies, procedures, cost accounting elements, theories and the ability to apply them to theoretical and actual financial problems with versatility and judgment. Develops a mutually acceptable project plan which typically included identification of the work to be done, the scope of the project, and the deadlines for completion. Provides support to senior level management in the planning, designing, developing, evaluation and integration of effective financial management controls. Working independently, completes accounting assignments and projects with scheduled deadlines, resolving problems and conflicts, and effectively communicating with customers on actionable events, milestones, and/or program issues under review</p>
11	ACCOUNTANT IV	<p>Degree in accounting or a degree in a related field such as business administration, finance, or public administration that has 24 semester hours in accounting. The 24 hours may include up to 6 hours of credit in business law. At least 10-15 years of specialized experience as an accountant.</p>	<p>Mastery of a wide range of quantitative and/or qualitative methods for the assessment and improvement of program effectiveness or the improvement of complex management processes in performance of a wide range of operational accounting issues, including cost accounting, property accounting, reimbursement accounting and all other relevant areas within financial management. Knowledge of government, NASA and KSC regulations, procedures, theories and practices relating to assigned systems sufficient to develop or modify software characteristics and accounting methods to meet functional requirements; thorough knowledge of and adherence to Generally Accepted Accounting principles (GAAP). Develops a mutually acceptable project plan which typically included identification of the work to be done, the scope of the project, and the deadlines for completion. Responsible for resolving complex issues that may cross multiple organizations and have a program impact. Cross-functional operational expert that can perform detailed analytical tasks on issues that cross over to the budget execution arena. Provide technical assistance to senior level management in the planning, designing, developing, evaluation and integration of effective financial management controls.</p>

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
12	EXECUTIVE ASSISTANT	Associates Degree in the related field from an accredited educational institution or possess a minimum of 4 years of equivalent professional experience as defined by the Statement of Work.	Provides support to the Center's Executive staff for various projects, programs or events. Knowledge and skill in executive assistant support with an emphasis on implementing general or specific policy guidance and implementing instructions based on a constant awareness of the intent, status and effectiveness of KSC administrative processes and communications with respect to inter-Center and intra-Center activities. Skilled in responding to administrative problems and inquiries brought to the Director and/or Deputy Director by members of the Center staff; NASA Headquarters; other Federal Agencies; congressional staffs; business, industrial and academic organizations; and international governments and organizations. Perform duties for the Director and/or Deputy Director that include screening calls and visitors, answering questions and completing most business involving administrative policy, control over managing appointments, gathering pertinent material and preparing data packages for Director and/or Deputy Director's use, and communicating effectively with center organizations to obtain information and finalize actions and projects. Skilled in planning, organizing and working in a team environment to effectively coordinate the work of the office to include providing recommendations for improvement in the administrative, clerical and secretarial areas.
13	HR OPERATIONS ASSISTANT I	High School Diploma and 2 years of experience which includes basic typing and filing skills, proofreading skills, general data entry skills; experience with Microsoft Office software, and general knowledge of HR support functions as defined by the Statement of Work.	Skilled in the implementation of various Human Resource activities in an operational setting including record management and other assigned administrative activities. Working knowledge of database development and maintenance with emphasis on data input, query, and report generation capabilities used in the implementation of established processes and procedures. Receives and reviews registration/reimbursements and ensures all supporting documentation is provided; distributes and collects training evaluations are properly recorded. Maintains training authorization documentation in accordance with NASA regulations. Performs routine logistical supports in the execution of Human Resource Activities (e.g., facilities, marketing/communications, graphics, security, record management, and transportation, etc). Performs work that is routine or well defined to provide senior level management with reports and other data for management review and decision making.

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
14	HR OPERATIONS ASSISTANT II-	High school diploma and 3 years experience to include some level of related human resources experience as defined by the Statement of Work.	Good working knowledge in the implementation of various Human Resource in-processing activities and other related activities ensuring adherence to U.S. and foreign government regulations, international cultures and customs, and governmental policies and procedures. Ability to analyze and interpret program requirements in order to plan, coordinate and execute NASA and KSC programs. Responsible for responding to employment inquiries answering specific questions on employment opportunities and making referrals to appropriate HR specialist, if required. Knowledgeable in database development and maintenance with emphasis on data input, query, and report generation capabilities used in the implementation of established processes and procedures. Knowledgeable in effective execution of the sequence of key program events and milestones. Skilled in analysis techniques to evaluate program accomplishments. Skilled in planning, organizing and working in teams to effectively make recommendations on project implementation with management. Perform logistical support in the execution of Human Resource Activities (e.g., facilities, marketing/ communications, graphics, security, record management, and transportation, etc). Works independently to provide senior level management with reports and other data for review and decision making.

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
15	INTERNAL CONTROLS ANALYST I	Undergraduate degree preferred in the related field from an accredited educational institution and at least 1 years of specialized experience. Or equivalent professional experience as defined by the Statement of Work.	Provide basic analysis of program/project/event to determine compliance with existing laws, regulations, policy, and guidelines. Support routine or well established processes to implement and maintain a method to perform periodic monitoring and validation testing of key control processes. Support the evaluation of documentation of key roles, responsibilities, procedures and practices to ensure accuracy, integrity, and completeness of those functions. Support the review and document the quality and effectiveness of existing process controls, training, documentation, and other key aspects of the existing internal control system. Support evaluation of risk assessments, mitigation plans, and corrective action plans related to program/project/event under review. Support comprehensive analyses of management and resource systems, administrative operations and/or other operations susceptible to fraud, misuse or abuse. Maintain a reporting and monitoring system of internal control deficiencies and associated corrective action plans. Maintain metrics related to internal control goals and objectives for program/project/event audited. Prepare Microsoft Power Point presentations or other briefings related to internal control deficiencies and recommended corrective actions.
16	INTERNAL CONTROLS ANALYST II	Undergraduate degree preferred in the related field from an accredited educational institution and at least 3 years of specialized experience. Or equivalent professional experience as defined by the Statement of Work.	Knowledge and skill of quantitative and/or qualitative methods for the analysis of program/project/event to determine compliance with existing laws, regulations, policy, and guidelines. Assist in the development and implement and maintain a method to perform periodic monitoring and validation testing of key control processes. Evaluate documentation of key roles, responsibilities, procedures and practices to ensure accuracy, integrity, and completeness of those functions. Review and document the quality and effectiveness of existing process controls, training, documentation, and other key aspects of the existing internal control system. Evaluate risk assessments, mitigation plans, and corrective action plans related to program/project/event under review. Conduct comprehensive analyses of management and resource systems, administrative operations and/or other operations susceptible to fraud, misuse or abuse. Establish a reporting and monitoring system of internal control deficiencies and associated corrective action plans. Maintain metrics related to internal control goals and objectives for program/project/event audited. Document and present findings and

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
			recommendations related to internal controls performance and effectiveness. Prepare and present Microsoft Power Point presentations or other briefings related to internal control deficiencies and recommended corrective actions.
17	INTERNAL CONTROLS ANALYST III	Undergraduate degree preferred in the related field from an accredited educational institution and at least 5 years of specialized experience. Or equivalent professional experience as defined by the Statement of Work.	Detailed, intense knowledge of quantitative and/or qualitative methods for the analysis of program/project/event to determine compliance with existing laws, regulations, policy, and guidelines. Develop, implement and maintain a method to perform periodic monitoring and validation testing of key control processes. Evaluate documentation of key roles, responsibilities, procedures and practices to ensure accuracy, integrity, and completeness of those functions. Review and document the quality and effectiveness of existing process controls, training, documentation, and other key aspects of the existing internal control system. Evaluate risk assessments, mitigation plans, and corrective action plans related to program/project/event under review. Conduct comprehensive analyses of management and resource systems, administrative operations and/or other operations susceptible to fraud, misuse or abuse. Establish a reporting and monitoring system of internal control deficiencies and associated corrective action plans. Develop metrics related to internal control goals and objectives for program/project/event audited. Work independently to document and present findings and recommendations related to internal controls performance and effectiveness to senior level management. Prepare and present Microsoft Power Point presentations or other briefings related to internal control deficiencies and recommended corrective actions. Provide technical assistance to senior level management in the planning, designing, developing, evaluation and integration of effective internal management controls.
18	INTERNAL CONTROLS ANALYST LEAD	Undergraduate degree preferred in the related field from an accredited educational institution and at least 5 years of specialized experience. Or equivalent	Experience in providing direction to a team of employees in the area of planning and executing work assignments, resolving conflicts, coordinating work efforts, interpreting policy, and meeting goals and objectives. Support KSC management in the implementation of Agency and Center level internal management control program to include participating in the development and execution of periodic monitoring and validation testing of key control processes to ensure compliance with contractual

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
		<p>professional experience as defined by the Statement of Work.</p>	<p>requirements. Current knowledge of the quality and effectiveness of existing process controls, training, documentation, and other key aspects of the existing internal control system. In-depth knowledge of quantitative and/or qualitative methods for the analysis of program/project/event to determine compliance with existing laws, regulations, policy, and guidelines. Expert knowledge in conducting comprehensive analyses of management and resource systems, administrative operations and/or other operations susceptible to fraud, misuse or abuse. Establish a reporting and monitoring system of internal control deficiencies and associated corrective action plans. Develop metrics related to internal control goals and objectives for program/project/event audited. Work independently to document and present findings and recommendations related to internal controls performance and effectiveness to senior level management. Prepare and present Microsoft Power Point presentations or other briefings related to internal control deficiencies and recommended corrective actions.</p>
19	IT SUPPORT SPECIALIST, SENIOR	<p>Undergraduate degree or equivalent professional experience. At least 10-15 years of specialized experience as an IT Support Specialist as defined by the Statement of Work.</p>	<p>Expertise in providing technical interface and support to multiple users for all KSC Information Technology (IT) provided services. Expertise in responding to and resolving assigned user's IT related issues on internal organizational related software, telephone support services, website and website content. Expertise in responding to and resolving findings from internal audits and reviews. Support various Working Groups on facilities and IT matters that include such things as Security, software and hardware upgrades, and other IT or non-IT tasks to ensure implementation of the latest guidance and recommendations. Serve as the organizational representative responsible for working equipment requests. Thorough understanding of IT principles and practices and versatility to work in varied project frameworks while satisfying customer tailored requirements. Skilled in planning, organizing and working in teams to effectively make recommendations on project implementation with management and other IT Support Specialist.</p>

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
20	LOGISTICS SPECIALIST I	Undergraduate degree preferred in the related field from an accredited educational institution and at least 1 years of specialized experience. Or equivalent professional experience as defined by the Statement of Work.	Basic understanding of executing logistics requirements to include process analysis, data collection, database administration and validation, and records disposition. Support quantitative and/or qualitative methods for the analysis of requirements to determine compliance with existing laws, regulations, policy, and guidelines. Assist with technical and schedule status to include evaluation of risk assessments, mitigation plans, and corrective action plans related to program/project/event. Assist with identifying progress and/or problems status to include providing recommendations and obtaining approvals. Identify issues and deviations according to established practices and obtaining guidance where precedents are unclear or not available. Requires a basic understanding of logistics principles and practices and versatility to work in varied project frameworks while satisfying tailored customer requirements.
21	LOGISTICS SPECIALIST II	Undergraduate degree preferred in the related field from an accredited educational institution and at least 3 years of specialized experience. Or equivalent professional experience as defined by the Statement of Work.	Knowledge and skill in executing logistics requirements to include process analysis, data collection, database administration and validation, and records disposition. Knowledge and skill of quantitative and/or qualitative methods for the analysis of requirements to determine compliance with existing laws, regulations, policy, and guidelines. Support technical and schedule status to include evaluation of risk assessments, mitigation plans, and corrective action plans related to program/project/event. Provide progress and/or problems status to include providing recommendations and obtaining approvals. Provide recommendations for resolving issues and deviations according to established practices and obtaining guidance where precedents are unclear or not available. Requires an understanding of logistics principles and practices and versatility to work in varied project frameworks while satisfying tailored customer requirements. Works independently to provide senior level management with reports and other data for review and decision making.
22	LOGISTICS SPECIALIST III	Undergraduate degree preferred in the related field from an accredited educational institution and at least 5 years of specialized experience. Or equivalent professional experience as	Advance knowledge and skill in executing logistics requirements to include process analysis, data collection, database administration and validation, and records disposition. Advance knowledge and skill of quantitative and/or qualitative methods for the analysis of requirements to determine compliance with existing laws, regulations, policy, and guidelines. Support technical and schedule status to include evaluation of risk assessments, mitigation plans, and corrective action plans related to program/project/event. Provide progress and/or problems status to include providing recommendations and obtaining approvals. Provide recommendations for resolving issues and deviations according to

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
		defined by the Statement of Work.	established practices and obtaining guidance where precedents are unclear or not available. Requires a thorough understanding of logistics principles and practices and versatility to work in varied project frameworks while satisfying tailored customer requirements. Provide technical assistance to senior level management in the planning, designing, developing, evaluation and integration of effective logistic management controls.
23	PROCUREMENT ANALYST I	Undergraduate degree preferred in the related field from an accredited educational institution and at least 1 years of specialized experience. Or equivalent professional experience as defined by the Statement of Work.	Basic knowledge of each phase of the acquisition and contract management life cycle including requirements analysis, market research, acquisition planning and strategy, solicitation, negotiation, determination of price reasonableness, contract management, and performance assessment. Knowledge of basic procurement regulatory requirements set forth in the Federal Acquisition Regulation (FAR), the NASA FAR Supplement (NFS), applicable Kennedy Documented Procedures (KDP's) and local contract law, regulations and procedures to carry out assignments of a recurring or developmental nature for planning, analyzing, or evaluating procurement programs or contractual action. Provides assistance on assessing technical requirements needed to support program and project implementation. Supports routine or well established procedures for database development and maintenance with emphasis on data input, query, and report generation. Performs work that is routine or well defined to provide senior level management with reports and other such data for review and decision making.
24	PROCUREMENT ANALYST III	Undergraduate degree preferred in the related field from an accredited educational institution and at least 3 years of specialized experience. Or equivalent professional experience as defined by the Statement of Work.	Knowledge and skill of quantitative and/or qualitative methods for the interpretation of contractual data, contract funding and changes. Provides analysis of Procurement request to ensure compliance with existing laws, regulations, policy, and guidelines. Working knowledge of each phase of the acquisition and contract management life cycle including requirements analysis, market research, acquisition planning and strategy, solicitation, negotiation, determination of price reasonableness, contract management, and performance assessment. Working knowledge of procurement regulatory requirements set forth in the Federal Acquisition Regulation (FAR), the NASA FAR Supplement (NFS), applicable Kennedy Documented Procedures (KDP's) and local contract law, regulations and procedures to carry out

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
			<p>assignments of a developmental nature for planning, analyzing, or evaluating procurement programs or contractual action. Develop and maintain integrated schedules for the various program and project implementation assigned providing assistance on assessing technical requirements and supporting solution resolution on procurement-related issues, discrepancies and problems. Detailed working knowledge of database development and maintenance with emphasis on data input, query, and report generation. Works independently to provide senior level management with reports and other such data for review and decision making.</p>
25	<p>PROCUREMENT BUSINESS SYSTEMS SUPPORT (PBSS) I</p>	<ul style="list-style-type: none"> • Bachelors Degree in the related field from an accredited educational institution or possess a minimum of 5 years of equivalent professional experience as defined by the Statement of Work. • Minimum of 3 years experience working with SAP Public Sector software. 	<p>In depth working knowledge of the CMM, SAP Materials Management (MM) and Finance (FI) Module (specifically the Agency's and the KSC SAP configuration), Business Warehouse and other reporting tools available to NASA. Provide maintenance of the KSC configuration within the SAP software for KSC Procurement Office groups. Provide technical interface and support for the development and maintenance of SAP business processes and recommend solutions to resolve end user procurement related issues and problems related to the Agency's Core Financial System. Provide technical interface and support for the development of alternatives and options available (within the agency-wide rules and guidelines) to resolve KSC specific problems, issues and end-user queries. Provide technical interface and support for the on-going training of KSC end-users and super users. Provide operational support for the month-end close process, FY year-end close process, and FY start-up process.</p>

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
26	PROGRAM ANALYST I	<p>Minimum of a Bachelor's Degree in a business or accounting-related curriculum from an accredited university/college. At least 3 years of specialized experience in a relevant field as defined by the Statement of Work</p>	<p>Detailed, knowledge of budgeting and financial management issues and activities, including historical cost. Determines resource requirements and recommends resource allocations based on priorities and needs. Provides development, coordination, implementation and oversight of cost charging and pricing for Program assigned. Knowledge and skill of quantitative and/or qualitative methods for the analysis of requirements to determine compliance with existing laws, regulations, policy, and guidelines. Detailed, knowledge of database development and maintenance with emphasis on data input, query, and report generation capabilities used in the presentation of the projects' budget, and technical changes ; Develop and maintain integrated schedules for the various development projects; Develops and analyzes cost and other data models including technical content and direct and indirect rates development and application to customers. Assist in the monthly reporting and funding process and provide progress and/or problems status to include providing recommendations and obtaining approvals. Provide data for the award fee input; Provide monthly tracking and aging reports; Work independently to provide senior level management with reports and other such data for review and decision making; Evaluates the significance of conflicting data and trends using advanced analytical capabilities.</p>

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
27	PROGRAM ANALYST II	<p>Minimum of a Bachelor's Degree in a business or accounting-related curriculum from an accredited university/college. At least 5 year of equivalent professional experience as defined by the Statement of Work.</p>	<p>Detailed, intense knowledge and skill in adapting analytical techniques and evaluation criteria to the measurement and improvement of program effectiveness for management and technical users. Advance knowledge and skill of quantitative and/or qualitative methods for the analysis of requirements to determine compliance with existing laws, regulations, policy, and guidelines. Detailed, intense knowledge of database development and maintenance with emphasis on data input, query, and report generation capabilities used in the presentation of the projects' technical and budgetary changes and funding. Develop and maintain integrated schedules for the various development projects. Assist in the monthly reporting and funding process. Develop monthly variance and trend analysis. Analyze and interpret data, contract funding and changes, and provide weekly status. Execute the monthly reporting and funding process; Provide data for the award fee input. Provide monthly tracking and aging reports of open contract and other changes. Provide progress and/or problems status to include providing recommendations and obtaining approvals for implementation. Provide recommendations for resolving issues and deviations according to established practices and obtaining guidance where precedents are unclear or not available. Work independently to provide senior level management with reports and other such data for review and decision making; Evaluates the significance of conflicting data and trends using advanced analytical capabilities. Assist in training and guiding new Program Analyst employees</p>

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
28	PROGRAM/PROJECT COORDINATOR I	Bachelors Degree in the related field from an accredited educational institution or possess a minimum of 2 years of equivalent professional experience as defined by the Statement of Work.	Provides support to the Center for various project, program or events. Knowledge and skill in program/project support with an emphasis on planning and coordinating program details ensuring adherence to U.S. and foreign government regulations, international cultures and customs, and governmental policies and procedures. Skilled in administrating the execution of project, programs or event. Supports the Program/Project Manager by participating in meetings and communications with government stakeholders for the development and execution of the plan. Perform duties that include assessing requirements, plan development, risk/issue identification and mitigation in order to provide recommendation for managerial decision making on project/program execution. Performs all aspects of project execution to include logistical support (e.g., facilities, marketing/ communications, graphics, security, record management, and transportation, etc), preparing purchase request, report generation, curriculum establishment, calendar maintenance, record retention and general website maintenance. Knowledge of agency program goals and objectives in order to effectively execute the sequence of key program events and milestones. Skilled in analysis techniques to evaluate program accomplishments. Skilled in planning, organizing and working in teams to effectively make recommendations on project implementation with management.
29	PROGRAM/PROJECT COORDINATOR II	Bachelors Degree in the related field from an accredited educational institution or possess a minimum of 4 years of equivalent professional experience as defined by the Statement of Work.	Provides support to the Center for various projects, programs or events. Detailed knowledge and skill in program/project support with an emphasis on planning and coordinating program details ensuring adherence to U.S. and foreign government regulations, international cultures and customs, and governmental policies and procedures. Advance knowledge and skill in administrating the execution of project, programs or events. Represent the Program/Project Manager by participating in development and execution of meetings/communications with government and stakeholders. Perform duties that include assessing requirements, plan development, risk/issue identification and mitigation in order to provide recommendation for managerial decision making on program /project execution. Perform all aspects of project execution to include logistical support (e.g., facilities, graphics, marketing/ communications, security, record management, and transportation, etc), preparing

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
			<p>purchase request, report generation, curriculum establishment, calendar maintenance, record retention and general website maintenance. In-depth knowledge of program goals and objectives in order to effectively execute the sequence of key events and milestones. Work independently to provide senior level management with reports and other such data for review and decision making. Skilled in analysis techniques used to evaluate program accomplishments. Skilled in planning, organizing and working in teams to effectively make recommendations on project implementation with management.</p>
30	RESOURCE ANALYST I	<p>Undergraduate degree preferred in the related field from an accredited educational institution and at least 1 years of specialized experience. Or equivalent professional experience as defined by the Statement of Work.</p>	<p>Provide basic analysis and interpretation of data for management and technical users. Supports routine or well established procedures for database development and maintenance with emphasis on data input, query, and report generation capabilities used in the presentation of the projects' budget, changes and funding. Maintain integrated schedules for the various development projects. Support cost analysis for the contract project elements. Support the Program Planning and Budget Execution process. Develop monthly variance and trend analysis reports. Provide basic analysis and interpretation of financial data, contract funding and changes, and provide weekly status. Assist in the monthly cost reporting and funding process. Provide data for the award fee input. Provide monthly tracking and aging reports of open contract changes. Performs work that is routine or well defined to provide senior level management with reports and other such data for review and decision making.</p>

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
31	RESOURCE ANALYST II	Undergraduate degree preferred in the related field from an accredited educational institution and at least 3 years of specialized experience. Or equivalent professional experience as defined by the Statement of Work.	Good working knowledge of budgetary methods to provide analysis and data interpretation for management and technical users; Working knowledge of database development and maintenance with emphasis on data input, query, and report generation capabilities used in the presentation of the project's budget, changes and funding; Develop and maintain integrated schedules for the various development projects; Prepare cost analysis for the contract project elements; Supports one or more complete phases of the Program Planning and Budget Execution process; Develop monthly variance and trend analysis; Analyze and interpret financial data, contract funding and changes, and provide weekly status; Assist in the monthly cost reporting and funding process; Provide data for the award fee input; Provide monthly tracking and aging reports of open contract changes; Work independently to provide senior level management with reports and other such data for review and decision making.
32	RESOURCE ANALYST III	Undergraduate degree preferred in the related field from an accredited educational institution and at least 5 years of specialized experience. Or equivalent professional experience as defined by the Statement of Work.	Detailed, intense knowledge of budgetary methods to provide analysis and data interpretation for management and technical users; detailed, intense knowledge of database development and maintenance with emphasis on data input, query, and report generation capabilities used in the presentation of the projects' budget, changes and funding; Develop and maintain integrated schedules for the various development projects; Prepare cost analysis for the contract project elements; Supports one or more complete phases of the Program Planning and Budget Execution process; Develop monthly variance and trend analysis; Analyze and interpret financial data, contract funding and changes, and provide weekly status; Assist in the monthly cost reporting and funding process; Provide data for the award fee input; Provide monthly tracking and aging reports of open contract changes; Work independently to provide senior level management with reports and other such data for review and decision making; Evaluates the significance of conflicting budgetary data and trends using advanced analytical capabilities. Assist in training and guiding new Resource Analyst employees. Provide information on SATERN training requirements and assist with establishing a tailored SATERN training plan based on employees needs.
33	RESOURCE ANALYST IV	Undergraduate degree preferred in the related field from an accredited educational institution and at least 8 years of specialized	Knowledge and skill in adapting analytical techniques and evaluation criteria to the measurement and improvement of program effectiveness for management and technical users; detailed, intense knowledge of database development and maintenance with emphasis on data input, query, and report generation capabilities used in the presentation of the projects' budget, changes and funding; Develop and

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
		experience. Or equivalent professional experience as defined by the Statement of Work.	maintain integrated schedules for the various development projects; Prepare cost analysis for the contract project elements; Supports one or more complete phases of the Program Planning and Budget Execution process; Develop monthly variance and trend analysis; Analyze and interpret financial data, contract funding and changes, and provide weekly status; Execute the monthly cost reporting and funding process; Provide data for the award fee input; Provide monthly tracking and aging reports of open contract changes; Work independently to provide senior level management with reports and other such data for review and decision making; Evaluates the significance of conflicting budgetary data and trends using advanced analytical capabilities.
34	RESOURCE ANALYST V	Undergraduate degree preferred in the related field from an accredited educational institution and at least 10 years of specialized experience. Or equivalent professional experience as defined by the Statement of Work.	Knowledge and skill in adapting analytical techniques and evaluation criteria to the measurement and improvement of program effectiveness for management and technical users. Develops a mutually acceptable project plan which typically included identification of the work to be done, the scope of the project, and the deadlines for completion; Prepare cost analysis for various complex contract project elements with a knowledge of major issues, program goals and objectives, work processes, and administrative operations of the organization; Supports all phases of the Program Planning and Budget Execution process; Develop monthly variance and trend analysis; Analyze and interpret financial data, contract funding and changes, and provide weekly status; Execute the monthly cost reporting and funding process; Provide data for the award fee input; Provide monthly tracking and aging reports of open contract changes; Evaluates the significance of conflicting budgetary data and trends using advanced analytical capabilities. Knowledge of agency program goals and objectives, the sequence and timing of key program events and milestones, and methods of evaluating the worth of program accomplishments. Skill in planning organizing and working in teams to effectively negotiate project recommendation with management.

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
35	RESOURCE ANALYST VI	Undergraduate degree preferred in the related field from an accredited educational institution and at least 12 years of specialized experience. Or equivalent professional experience as defined by the Statement of Work.	Mastery of a wide range of quantitative and/or qualitative methods for the assessment and improvement of program effectiveness or the improvement of complex management processes for management and technical users. Develops a mutually acceptable project plan which typically included identification of the work to be done, the scope of the project, and the deadlines for completion; Prepare cost analysis for various complex contract project elements with a comprehensive knowledge of major issues, program goals and objectives, work processes, and administrative operations of the organization; Supports all phases of the Program Planning and Budget Execution process; Develop monthly variance and trend analysis; Analyze and interpret financial data, contract funding and changes, and provide weekly status; Execute monthly cost reporting and funding process; Provide data for award fee input; Provide monthly tracking and aging reports of open contract changes; Evaluate significance of conflicting budgetary data and trends using advanced analytical capabilities. Knowledge of agency program goals and objectives, the sequence and timing of key program events and milestones, and methods of evaluating the worth of program accomplishments. Skill in planning organizing and managing teams to effectively negotiate project recommendation with management.
36	RESOURCE ANALYST LEAD, SENIOR	Undergraduate degree or equivalent professional experience. At least 12-15 years experience as a Resource Analyst or equivalent work experience in a relevant field.	Position is responsible for analyzing and interpreting data for management and technical users. The position supports database development and integrity, as well as maintenance with emphasis on data input, query, and report generation capabilities used in the presentation of the projects budget, changes and funding. The Position is responsible for developing and integrating schedules for the various development projects, preparing cost analysis for the contract project elements, supporting the program planning and budget execution process, developing monthly variance and trend analysis, analyzing and interpreting financial data, including contract funding changes, and provide periodic status as requested, assists in monthly cost reporting and funding process, provide data if appropriate for award fee input, and provide monthly tracking and aging of reports with open contract changes. Enters and adjusts data for the integrated operating program into a wide variety of reports, forms, schedules, and electronic systems. Assists with reviews, edits, and consolidation of budget estimates. Works on financial management metrics, including analyzing and interpreting data to identify opportunities for improvement, savings, and/or efficiency.
37	TRAINING ASSISTANT	High School Diploma plus 3 year's experience which includes 1 year in a Human	Skilled in the administrative implementation of various training activities in an operational setting including record management and other activities within a learning management system. Provides routine training support and assist with planning,

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
		Resources Development (HRD) environment as defined by the Statement of Work.	coordinating and executing NASA and KSC sponsored developmental programs. Supports implementation of established registration processes and procedures. Skilled in the execution of key career development programs and events to include: reviewing curriculum, performing logistical support (e.g. preparing purchase request, administrating call for nominations and course evaluation, maintaining calendars and web sites, and performing records retention), preparing reports, and assisting with Facility Manager function for training facilities. Performs work that is routine or well defined to provide senior level management with reports and other such data for review and decision making.
38	TRAINING COORDINATOR	High School Diploma plus 5 year's experience which includes 1 year in a Human Resources Development (HRD) environment as defined by the Statement of Work.	Good working knowledge of administrative implementation of various training activities in an operational setting including record management activities and utilization of a learning management system. Ability to assist in the analysis and interpretation of program requirements in order to plan, coordinate and execute NASA and KSC sponsored developmental programs. Working knowledge of database development and maintenance with emphasis on data input, query, and report generation capabilities used in the implementation of established registration processes and procedures. Performs all aspects of training execution for key career development programs and events to include: establishing curriculum, performing logistical support (e.g. preparing purchase requests, researching vendor capabilities and offering, administrating calls for nominations and course evaluations, maintaining calendars and web sites, and performing records retention), preparing reports, and performing Facility Manager function for training facilities. Knowledge of agency program goals and objectives in order to effectively execute the sequence of key program events and milestones. Skilled in planning, organizing and working in teams to effectively assist with making recommendations on project implementation with management.
39	TRAINING INSTRUCTOR	Undergraduate degree preferred in the related field from an accredited	In-Depth knowledge on developing and conducting technical training courses on one or more short courses in a technical trade or craft such as electricity or electronics and maintains credentials to meet local, state, and federal specialized certification

Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:		
	<p>educational institution and at least 3 years of specialized experience. Or equivalent professional experience as defined by the Statement of Work.</p>	<p>requirements. Assist management in the planning and executing of the training program meeting all established goals and objectives. Ability to provide instruction on assigned topics in accordance with approved curriculum effectively utilizing all allotted time. Current proficiency in instructional techniques incorporating examples in the teaching process based on real world examples of applications related to the subject matter utilizing instructor's personal experience. Works with subject matter experts to develop and revise curriculum to ensure accurate content and format. Knowledge in developing instructional aides (such as handouts, reference materials, or audio/visual supports) for courses assigned. Ability in creating teaching outlines in accordance with established guidelines. Makes recommendations to management on course improvement and customer training needs based on reviewing and analyzing student course evaluations and incorporating the latest concepts in the various training medias. In-depth knowledge of the training curriculum to ensure compliance with existing laws, regulations, policy and guidelines. Accurately maintains records and statistical information on employee training.</p>

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
40	TRAINING INSTRUCTOR LEAD	Undergraduate degree preferred in the related field from an accredited educational institution and at least 5 years of specialized experience. Or equivalent professional experience as defined by the Statement of Work.	Experience in providing direction to a team of employees in the area of planning and executing work assignments, resolving conflicts, coordinating work efforts, interpreting policy, and meeting goals and objectives. Serve as the expert in developing and administering the course curriculum containing a myriad of OSHA and DOT related training and other training programs. Support the training manager in the implementation of Agency and Center level technical training program. Current knowledge of various training medias to include instructor led, computer based, multimedia as well as other formats. In-depth knowledge of the training curriculum to ensure compliance with existing laws, regulations, policy and guidelines. Support the training manager in the development and execution of periodic monitoring and validation testing of key control processes to ensure compliance with contractual requirements. Expert knowledge in instructional methodology, tests and measurement, curriculum development, courseware format guidelines development, task lists review and maintenance, objective hierarchies, scheduling and writing courseware materials in designated format (student study guide, workbooks, etc.). Possess the credentials to meet local, state, and federal specialized certification requirements.
41	TRAINING MANAGER	Undergraduate degree in the related field from an accredited educational institution and at least 8 years of specialized experience. Or equivalent professional experience as defined by the Statement of Work.	Comprehensive knowledge of implementation of a training program with an understanding in training principles and practices, and analysis techniques and methods to serve as an expert in the management and administration of the Agency's training program. Management experience in providing direction to a team of employees in the area of planning and executing work assignments, resolving conflicts, coordinating work efforts, interpreting policy, and meeting goals and objectives. Serve as the expert in developing and administering the course curriculum containing a myriad of OSHA and DOT related training and other training programs. Current knowledge of various training medias to include instructor led, computer based, multimedia as well as other formats. In-depth knowledge of the training curriculum to ensure compliance with existing laws, regulations, policy and guidelines. Expertise in development and execution of periodic monitoring and validation testing of key control processes to ensure compliance with contractual requirements. Expert knowledge in instructional methodology, tests and measurement, curriculum

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
			development, courseware format guidelines development, task lists review and maintenance, objective hierarchies, scheduling and writing courseware materials in designated format (student study guide, workbooks, etc.).
42	TRAINING SPECIALIST	Undergraduate degree preferred in the related field from an accredited educational institution and at least 3 years of specialized experience with one year in Human Resources Development. Or equivalent professional experience as defined by the Statement of Work.	Knowledge and skill in the administrative implementation of various training activities in an operational setting including record management activities and utilization of a learning management system. Ability to analyze and interpret program requirements in order to plan, coordinate and execute NASA and KSC sponsored developmental programs. In-depth knowledge of database development and maintenance with emphasis on data input, query, and report generation capabilities used in the implementation of established registration processes and procedures. Serve as a system administrator for training software programs. Performs all aspects of training execution for key career development programs and events to include: establishing curriculum, performing logistical support (e.g. preparing purchase request, researching vendor capabilities and offering, administrating call for nominations and course evaluation, maintaining calendars and web sites, and performing records retention), serving as system administrator for training software programs, preparing reports, and performing Facility Manager function for training facilities. In-depth knowledge of agency program goals and objectives in order to effectively execute the sequence of key program events and milestones. Skilled in analysis techniques to evaluate program accomplishments. Skilled in planning, organizing and working in teams to effectively make recommendations on project implementation with management.
43	AMERICAN SIGN LANGUAGE (ASL) INTERPRETER I	High School Diploma, 10 years experience providing American Sign Language Interpreting, possesses a valid national and/or any state license, certification, or	Provides onsite, real-time American Sign Language interpreting to support meetings attended by deaf/hearing impaired NASA/KSC employees or others, guests or viewers of NASA-sponsored gatherings, and direct support to individual deaf/hearing impaired NASA/KSC employees in the conduct of their official duties.

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
		qualification (e.g., Certificate of Interpretation, Certificate of Transliteration; or Membership and certification from Registry of Interpreters for the Deaf, Inc.). This license or certification can be substituted for 3 years experience.	
44	AMERICAN SIGN LANGUAGE (ASL) INTERPRETER II	High School Diploma, 15 years experience providing American Sign Language Interpreting, possesses a valid national and/or any state license, certification, or qualification (e.g., Certificate of Interpretation, Certificate of Transliteration; or Membership and certification from Registry of Interpreters for the Deaf, Inc.).	Provides onsite, real-time American Sign Language interpreting to support meetings attended by deaf/hearing impaired NASA/KSC employees or others, guests or viewers of NASA-sponsored gatherings, and direct support to individual deaf/hearing impaired NASA/KSC employees in the conduct of their official duties
45	BUSINESS MANAGEMENT AUDIT SPECIALIST	Bachelor's Degree in Business or Management from an accredited university/college. Lead Auditor for ISO 9001 or 9100 International Standards preferred.	Expert knowledge of ISO 9001 or 9100 International Standards and the business systems for NASA and Kennedy Space Center. Comprehensive knowledge of ISO internal Auditing techniques to prepare and conduct internal audit activities. Comprehensive knowledge in all phases of Audit activities to include evaluation of business system objectives, preparing draft plan, overseeing the auditor team, records investigation, ability to assess compliance of records to KSC Business System requirements, development of deficiencies report, preparing and submittal of draft reports on audit findings, follows up on audit nonconformance, conducting surveys,

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
			studies, and evaluations, documents and report audit program results, maintaining internal audit procedures, templates, records and presentations and maintaining the internal audit schedule.
46	CMM Support	<ul style="list-style-type: none"> • Minimum of a Bachelor's Degree in a business or accounting-related curriculum from an accredited university/college. • Comprehensive knowledge of the SAP software. Comprehensive knowledge of the current configuration for KSC. 	Expert knowledge of the CMM, SAP Materials Management (MM) and Finance (FI) Module (specifically the Agency's and the KSC SAP configuration), Business Warehouse and other reporting tools available to NASA. Expert Technical knowledge in providing maintenance of the KSC configuration within the SAP software for KSC Procurement Office groups. Expert knowledge includes providing technical interface and support for the development and maintenance of SAP business processes and recommend solutions to resolve end user procurement related issues and problems related to the Agency's Core Financial System. Provide expert technical interface and support for the development of alternatives and options available (within the agency-wide rules and guidelines) to resolve KSC specific problems, issues and end-user queries. Provide technical interface and support for the on-going training of KSC end-users and super users. In-depth knowledge of agency program goals to assess technical requirements needed to independently support program and project implementation to include technical interface and support to testing and recording of results for SAP Software patches and providing guidance and recommended direction for the month-end closing process, FY year-end closing process, and FY start-up process.
47	CONTRACT MANAGEMENT AND PROGRAM ANALYSIS SPECIALIST, SENIOR	<p>Bachelor's Degree or higher in the field of business management that would relate to project and contract management oversight</p> <p>At least 20 of equivalent professional experience in project control of major</p>	Expert Technical knowledge to provide clear, straightforward communication and interpretation of complex cost issues to KSC Management; provide guidance and recommendations in addressing financial implications of management decisions. Provide expert technical interface and support to new infrastructure support contractors in developing cost accounting revisions that meet KSC's objectives of fully distributing direct cost across multiple funding sources when appropriate. Expert knowledge in developing a set of logic rules to be implemented in the NASA Maximo system to ensure costs are charged to correct funding sources. Establish a centralized job ordered database for issuance of Job Ordered Numbers for tracking of specific

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
		government infrastructure support contracts i.	<p>customer funded activity. Establish a cost reporting structure for other government and contractor services on major infrastructure support contracts to allow for the sharing of costs. Provide guidance, direction and assistance to contractors for the development of operating plans. Expert knowledge in the evaluation of contractor proposals; determine affect of contract changes on budget. Provide documentation to allow contractors to produce spend plans based on definitized contract values. Establish a synchronized process for budget reduction exercises identifying requirements, efficiencies and risk assessments to prevent undesired consequences. Analyze contractor's performance and provide guidance on developing corrective action plans to mitigate cost overruns. Provide reconciliations of Negotiated Estimated Cost to reported actual cost for evaluation of contractor's financial performance.</p> <p>In depth knowledge of NASA/KSC's contract management techniques to include award fee evaluation process and contract change processes. Comprehensive knowledge of NASA's current business processes and NASA/KSC's cost reporting requirements. In depth working relationship with DCAA/DCMA on Prime and sub-contract performance issues that affect current and future budgets.</p>
48	INTERNAL CONTROLS, SENIOR	Minimum of a Bachelor's Degree in a business or accounting-related curriculum from an accredited university/college. At least 10 years of experience in accounting/auditing related functions.	<p>Comprehensive knowledge of government financial/resource operations and laws, regulations, policy, and guidelines to develop, implement and maintain a method to perform periodic monitoring and validation testing of key control processes. Advance knowledge in the evaluation of key roles, responsibilities, procedures and practices to ensure accuracy, integrity, and completeness of those functions. Review and document the quality and effectiveness of existing process controls, training, documentation, and other key aspects of the existing internal control system. Evaluate risk assessments, mitigation plans, and corrective action plans related to financial operations. Conduct comprehensive analyses of financial management and resource systems (A/R, A/P), administrative operations (payroll/travel), and other operations susceptible to fraud, misuse or abuse.</p> <p>Comprehensive knowledge in establishing a reporting and monitoring system of internal control deficiencies and associated corrective action plans. Develop metrics</p>

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
			related to internal control goals and objectives for financial operations. Document and present findings and recommendations related to internal controls performance and effectiveness. Prepare and present Microsoft Power Point presentations or other briefings related to internal control deficiencies and recommended corrective actions.
49	INTERNAL CONTROLS II, SENIOR	Minimum of a Bachelor's Degree in a business or accounting related field from an accredited university/ college. At least 20 years of experience in Government related accounting / auditing functions.	Expert knowledge of government finance/resource operations and laws, regulations, policy, and guidance to develop, implement, and maintain a method to perform periodic monitoring and validation testing of key control processes. Expert knowledge in the evaluation of key roles, responsibilities, procedures, and practices to ensure accuracy, integrity, and completeness of those functions. Reviewing and documenting the quality and effectiveness of existing process controls, training, documentation, and other key aspects of the existing internal control system. Evaluating risk assessments, mitigation plans, and corrective action plans related to financial operations. In-depth knowledge of financial management analysis and resource systems, administrative operations, and other operations susceptible to fraud, misuse, or abuse. Assists with developing, tracking, and compiling reports that monitor the effectiveness of internal controls. Provide input and recommendation on all areas of travel management, including policy, procedures, interpretation of guidance, assistance with implementation of guidance, and developing and presenting training material on effective internal controls and travel management. Provide expert technical interface and support to the Agency Continuous Monitoring Program and analyses of financial data in support of that program.
50	INFORMATION TECHNOLOGIST (IT), SENIOR	Bachelor's or Master's Degree with a minimum of 15 years specialized experience in the field of Information Technology (IT).	Comprehensive knowledge in IT: Budget Formulation/Execution, IT Investment Portfolio Development, IT Master Planning, Enterprise Management Initiative, Capital Planning and Investment Control, Policy Formulation/Compliance, IT Business Solutions and Data Management to support IT research, Policy development and data calls (e.g. Export Control, Software Release Authority, Section 508, Enterprise Architecture, etc.), IT Project Management including ongoing business support to facilitate various CIO Initiatives (i.e. IT Governance, HSPD-12, MFR 137, etc.). Provide expert technical interface and support to various IT managed panels, boards

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
			and committees. Extensive knowledge and expertise of the Federal Budgeting process per Clinger -Cohen Act of 1996: OMB Circular A-11; OMB Exhibits 300/53; and development of IT investments, IT policy and investment control. Familiarity with the NASA Chief Information Office (CIO) organizational structure is required.
51	PROJECT CONTROL, SENIOR	Minimum of a Bachelor's Degree in Business Administration or other related field. At least 10-15 years as a Senior Manager (i.e. Comptroller/ Chief Financial Officer) in Government Finance organization.	Expert Knowledge in Government unique systems: IEMP Project Management, GandA Project Management, Civil Service Workforce Project Management and Policy and Requirements Analysis. Provide expert technical interface and support in the development of KSC institutional funding guidelines; assessing requirements; preparation of decision packages; and execution activities. Expert knowledge in FTE and Labor planning and execution analysis, cost estimating, project control, assessment, and analysis techniques. Comprehensive working knowledge in data analysis and interpretation, database development and maintenance with emphasis on data query, and report generation. Develop and maintain integrated schedules for the various development projects. Provide expert technical interface and support in internal and external team activities as they relate to assigned functions.

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
52	Property Disposal Management Specialist	A minimum of 10 years of combined relevant experience and education in disposal operations and excess management.	Expert knowledge in planning, organizing, and directing the property disposal program for all NASA and KSC contractors' idle/excess property (government owned). Provide Independent Technical support on excess and surplus management to include process management, exchange sales, scrap concepts, sales support, and export control coordination. Technical expertise in developing and implementing disposal plans and concepts in response to transition and retirement of the Space Shuttle Program (SSP) and International Space Station (ISS). In-depth knowledge of the rules, regulations and laws governing property disposal to include: Code of Federal Regulations (CFR), Federal Property Management Regulations, NASA Procurement Regulation (Part 24, Disposal of Personal Property in the Possession of Contractors), NASA KSC disposal regulations, and Stevenson Wydler and Executive Order 12999 (regarding the computer donation program). In depth working knowledge of the Reutilization, Recycling, and Marketing Facility (RRMF) at Ransom Road. Experience in the navigation of and data entry into the NASA Property and Disposal systems (N-PROP and DSPL).

	Labor Category	Qualifications	Position Description
EXEMPT from Service Contract Act:			
53	SAP	Undergraduate degree or equivalent professional experience. At least four years of experience working with the Public Sector module of SAP, specifically the NASA configuration. Comprehensive knowledge of the Agency's current configuration.	Expert Knowledge in the Agency's business processes and maintenance of the KSC configuration within the SAP software for KSC Finance Office groups, invoice document routing and approval. Provide technical interface and support to all KSC user and members. Provide expert technical interface and support for the development and maintenance of SAP financial reports, development and maintenance of job aids, development of alternatives and options available (within the agency-wide rules and guidelines) to resolve KSC specific problems, issues and end-user queries. Provide expert technical interface and support for the on-going training of KSC end-users and super users, testing and recording of results for SAP Software patches, month-end close process, FY year-end close process, and FY start-up process. Expert Knowledge on all de-obligation or reversal requests involving cost and/or disbursement; coordinate resources for workshop; validate SGL and FM postings after reversals and re-entries. Provide application functional and technical support in the areas of Purchase Requisition to Purchase Order, Cost to Payment, Financial Management Integration, Application Development, Change Management and Data Migration.

ATTACHMENT 4.4
MANAGEMENT PLANS

Attachment 4.4.1

Management Operating Plan

KSC Institutional Support Services III (KISS III)

Overall Management Plan

June 1, 2013

**National Aeronautics and Space Administration
John F. Kennedy Space Center, Florida**

Contract No. NNK13OW20B



**Wichita Tribal Enterprises, LLC
1831 E. 71st Street
Tulsa, Oklahoma 74136**

This Overall Management Plan includes data that shall not be disclosed outside the Government and if a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets marked with the use or disclosure legend.

Table of Contents

Table of Contents i

Revision History iii

1.0 Overall Management Plan (Part 1) 1

 1.1 Overall Management Approach 1

 1.1.1 Approach to Flexible, Effective, and Efficient Implementation 1

 1.1.2 Communication 5

 1.2 Organizational Structure 7

 1.2.1 Program Management Office 10

 1.2.2 Local Autonomy 10

 1.3 WTE Human Resources System 11

 1.4 Understanding and Compliance with the Service Contract Act (SCA) 11

 1.5 Recruiting 12

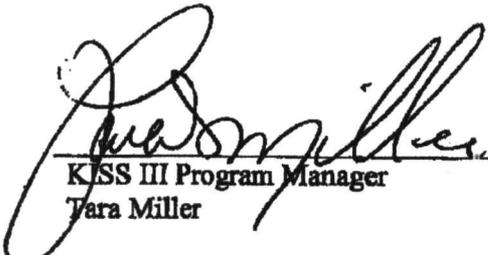
 1.6 Job Descriptions/Qualifications 12

 1.7 Personnel Training Plan 12

Wichita Tribal Enterprises, LLC NASA KSC Institutional Support Services III	Overall Management Plan		
	KISS III-01	Baseline Issue	June 1, 2013

**Overall Management Plan
for the
KSC Institutional Support Services III (KISS III)
Contract**

Submitted by Wichita Tribal Enterprises, LLC



 KISS III Program Manager
 Tara Miller



 Wichita Tribal Enterprises President/CEO
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 NASA Contracting Officer
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Wichita Tribal Enterprises, LLC NASA KSC Institutional Support Services III	Overall Management Plan		
	KISS III-01	Baseline Issue	June 1, 2013

Revision History

Revision	Date	Originator/Phone No.	Description
Baseline	06/01/2013	Robert White (713) 240-9814	Baseline Issue according to NASA/KSC KISS III Contract No. NNK13OW20B

Wichita Tribal Enterprises, LLC NASA KSC Institutional Support Services III	Overall Management Plan		
	KISS III-01	Baseline Issu	June 1, 2013

1.0 Overall Management Plan (Part 1)

Wichita Tribal Enterprises, LLC (WTE), a Native American, Tribally-owned, Small Business Administration (SBA) 8(a)-certified, small disadvantaged business (SDB), is pleased to submit this Overall Management Plan to the National Aeronautics and Space Administration (NASA) Kennedy Space Center (KSC) in support of the KSC Institutional Support Services (KISS) III contract. The WTE Management Approach will deliver exceptional value to NASA KSC because we are a strong, well-established prime contractor with extensive success bringing quality customer service and rigorous cost control mechanisms to our federal customers. WTE has chosen REDE/Critique, Joint Venture (RCJV) as our major subcontractor on the KISS III contract. The result is that KSC can count on a minimum-risk transition, enjoying the benefits of a decidedly fresh set of innovative concepts, well-conceived placement of incumbent experience, and a solid management team with the special skills required to be effective on Day One and throughout the contract term.

1.1 Overall Management Approach

1.1.1 Approach to Flexible, Effective, and Efficient Implementation

WTE's management approach will be primarily based on three concepts: 1) maximizing lessons learned from our experience on similar contracts; 2) the introduction of proven policies, procedures, and corporate business and management systems; and 3) effective use of non-management and non-supervisory incumbent personnel skills and knowledge.

Maximizing lessons learned from our past experience on other contracts will be achieved by employing methods that have proven to be successful on similar projects. WTE and RCJV have performed support services on more than 33 contracts. We have documented lessons learned that are common among similar contracts, and we will apply these lessons learned as they are applicable to the KISS III contract. We do this by applying the following steps:

1. Assess the new contract's SOW; document the requirements, existing methods and procedures.
2. Compare results of Step 1 to documented requirements and methods from similar contracts.
3. Determine applicability of best practices to the new contract requirements.
4. Review the use of best approaches and procedures with management, employees and customers of the new contract and obtain consensus.
5. Implement best practices.

Another effective method to maximize the benefit of past experience is our management forums. Management forums are conducted through the use of Management Retreats, Quarterly Managers' Meetings and Scheduled Conference Calls.

Once a year, WTE will host a management retreat that is held on weekends and provides a perfect balance of fun and learning. One of the more popular features is the "Open Program Managers' Forum" whereby program managers are given the opportunity to discuss topics of their choice in the absence of corporate management. Corporate managers later join the program managers who present consensus ideas/suggestions to corporate and discuss how corporate level assistance can be provided to help them improve performance on their individual programs. This approach is a great way for managers to share best practices/lessons learned, with the buy-in and documentation of corporate management.

Approximately once a quarter, managers' meetings are held to discuss innovations, changes to

Wichita Tribal Enterprises, LLC NASA KSC Institutional Support Services III	Overall Management Plan		
	KISS III-01	Baseline Issue	June 1, 2013

corporate systems, policies and procedures and discuss hot topics and emerging issues. Through these sessions, Program Managers personally get to know the people who support them and foster ongoing communication.

Holding scheduled conference calls provides a forum whereby everyone is kept up-to-date on what is going on in the company, which projects are being pursued, which new contracts have been awarded and agenda topics submitted by Program Managers.

Each of these management forums provides each Program Manager the opportunity to know who the other Program Managers are, what type of contract they manage and how to contact them. The benefit is constant communication; sharing challenges, ideas and solutions. These processes facilitate communication and it is common for a Program Manager from one contract to pick up the phone and directly call the Program Manager on another contract to obtain best practices, lessons learned and solutions.

In addition to utilizing the combined past experiences of both companies, we are bringing the current incumbent Program Manager, Tara S. Miller, to manage the KISS III contract. Ms. Miller has been managing the KISS I contract since 2008 and has managed other similar contracts. Over the course of the KISS I contract, Ms. Miller has developed and implemented many improvements. She understands the current incumbents and the inherent challenges in managing such a diverse workforce. By bringing Ms. Miller on board, we will be able to capitalize on her knowledge and successes which led to the KISS I contract receiving the KSC 2010 Small Prime Business of the Year award.

Introduction of proven policies, procedures, and corporate business and management systems will begin upon award of the contract and continue throughout the duration of the contract. WTE will:

- Implement its corporate policies and procedures through the issuance of the documents and full orientation to all employees
- Complete implementation of business systems during phase-in period
- Apply our Task Order Management System (TOMS) to the KSC requirements
- Continuously evaluate business systems for effectiveness and efficiency

In addition to the policies and procedures WTE will be bringing on board, we will also incorporate proven KISS I procedures, such as established procedures on how to request overtime, travel, and training. Keeping the current effective procedures will minimize the transition impact, making it smoother for NASA and the KISS employees to transition to KISS III.

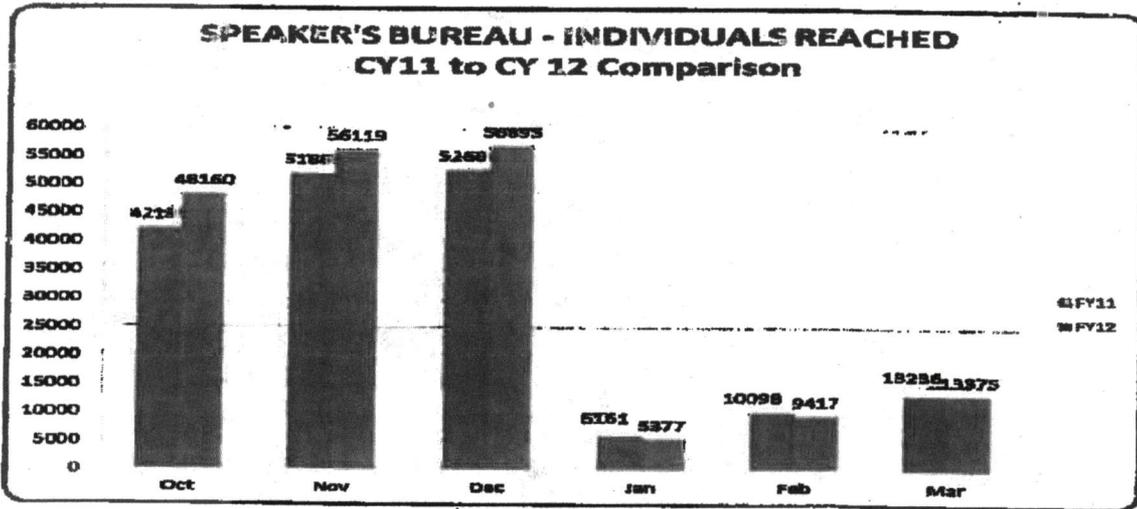
WTE has the required business systems required to support the KSC contract, and we have the ability to deliver these systems during phase-in. We will prepare for phase-in by delivering the documentation required to support KSC's SOW. We plan to start this process early because we understand the significant benefits of having plans virtually completed before phase-in begins. Drafts of the following plans will be completed prior to the start of phase-in: 1) Management Operating Plan, 2) Organization Conflict of Interest (OCI) Plan, and 3) Safety and Health Plan. When phase-in begins, we will revise these plans to ensure our complete compliance with KSC requirements.

The 47-day phase-in period is sufficient to implement all business systems needed to support this contract including our Human Resources Management System, Accounting System, Quality Assurance Program, and Safety, Health and Environmental Program. We have proven our ability to

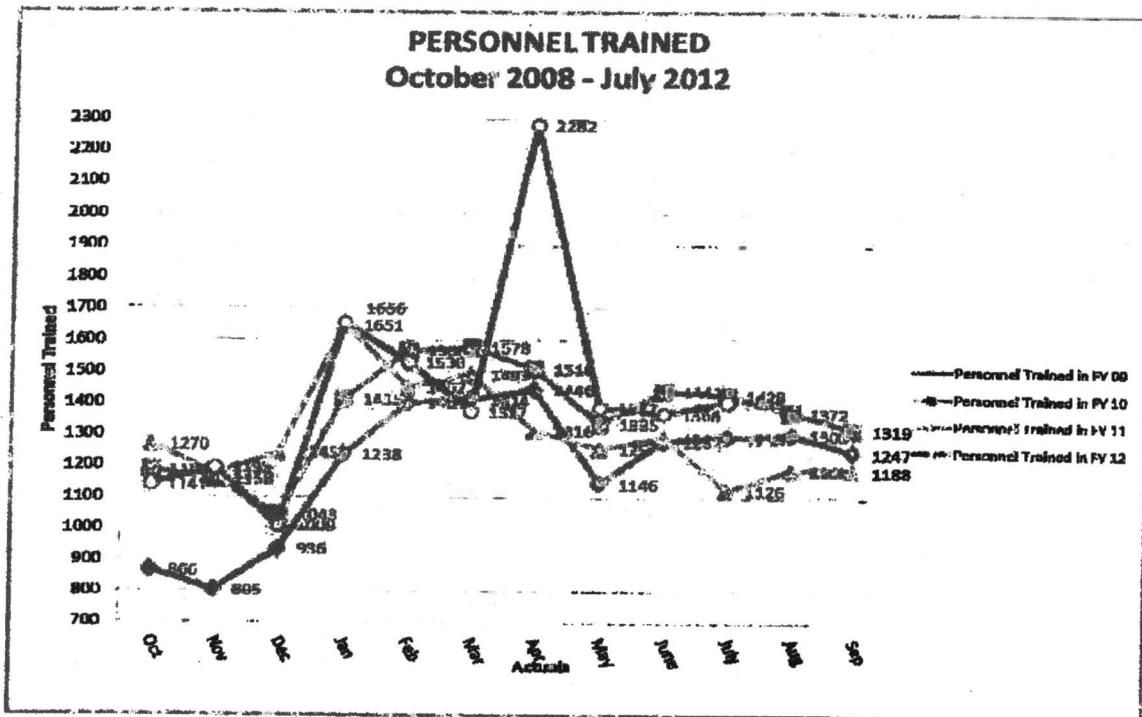
effectively conduct phase-ins.

WTE has an exceptional TOMS that is described in detail in section 1.1.2. WTE will apply our proven TOMS to the KSC contract. Once our business systems are implemented and operational on the contract, we will not just let them run on auto pilot. As we do now, we will continuously review our performance, determine to what extent we meet objectives, and make modifications accordingly.

On the KISS I contract, we maintain monthly activity reports and/or metrics which are used to track the level of support being provided and it assists in identifying when a task order is growing in functional requirements. This allows us to pinpoint if the workload is at saturation or if additional work can be absorbed to accommodate the changing needs of the customer. We know the customer's needs change over time due to such things as new requirements, changes in budget, hiring freezes, etc. For example, the speaker's bureau budget was reduced for FY12. The metric below allowed us to track the impact to our workforce.



Another metric we maintain is the number of KSC personnel trained by our Technical Training Instructors. This has helped us justify keeping 4 Technical Training Instructors during a time of great personnel fluctuations created by the closing of the Space Shuttle Program.



Effective Use of Non-Management and Non-Supervisory Incumbent Personnel Skills and Knowledge will be achieved by using the following methods: recruiting and retaining qualified incumbent personnel; affording employees the opportunity to provide input on how to perform tasks; and implementing best practices within the KISS III area.

WTE will recruit by utilizing the local Employ Florida Marketplace which offers multiple resources to help find the right candidate. As part of our recruiting process, we maintain a pool of qualified candidates which enable us to be responsive to the customer needs and bring people on board in rapid fashion. We also utilize various testing methods, such as writing and grammar test and are planning to bring the ability to test Microsoft Office skills to ensure only the most qualified candidates are hired.

The Solicitation requires offerors to submit a plan to recruit for the incumbent workforce. Moreover, Executive Order 13,495 requires offers to give a right of first refusal to non-management and non-supervisory incumbent employees. Therefore, the effective use of non-management and non-supervisory incumbent personnel is a very important component of WTE's management approach. Indeed, WTE's (as well as RCJV's) experience as follow-on contractors affords us the appreciation of the value of the knowledge held by incumbent employees. Therefore, WTE understands that KSC has an investment in these employees who are qualified and currently perform at expected levels. The nature of WTE's business routinely involves recruiting and retaining non-management incumbent personnel and WTE has designed approaches and benefits to not only effectively attract incumbent employees but also retain them. Part of our approach to retain employees is to provide a work environment that appeals to today's employee. We hold monthly staff meetings in which we recognize our employees, either verbally or through our award system, we also recognize birthdays with individualized cards and treats and anniversaries with certificates. Our Program Manager hand delivers birthday cards and anniversary certificates. Al-

though this may seem like a small touch, we feel it helps to make the employee feel valued. We also sponsor local activities such as the BEST (Black Employee Strategy Team) luncheon or the DAAWG (Disability Action Awareness Working Group) ice cream social. These are just a smattering of the many ways we utilize to make our employees feel special and let them know how much we appreciate their support. We believe these gestures and others lead to a happier workforce with a reduced turnover rate.

WTE commits to the successful recruitment and retention of ninety-five percent (95%) of the KISS I incumbent employees. As of June 1, 2013, the WTE Team was able to successfully retain 98.5% of the incumbent employees and independent contractors.

Figure 1 demonstrates WTE's and RCJV's success in hiring and retaining incumbent personnel. We guarantee "no decrease" in current pay rates, provide exceptional employee benefits, provide training and professional development, encouraging initiative, and ensure open communications and respectful treatment.

Agency/ Project	Incumbent Personnel	Percent Hired	Contract Turnover Rate	
			Exempt	Non-Exempt
NASA-FBMS	28	100%	0.0	0.0
NASA-ACSS	88	100%	0.0	4.6
DOE-ASSC	98	100%	5.9	4.9
DOE-WSI	72	100%	4.5	2.0
DOE-RFFO	43	100%	2.8	3.1
Navy-TW-6	32	100%	0.0	2.9
DOE-SPR	23	100%	0.0	1.4

Figure 1 Successful Hiring and Retaining Incumbent Personnel.

During our recruitment fairs to attract incumbent employees, we will emphasize WTE's open communications philosophy and encourage employee input. We successfully utilize a lessons learned and cross-talk process at all levels of our organization. During the phase-in period we will meet with employees to discuss challenges they face, to share various techniques used to perform tasks, to facilitate a peer review process, and through joint cooperation with program management, to adopt best practices.

This process is executed in conjunction with customer input. Our management will engage in ongoing scheduled communication with the Task Monitors at KSC. This communication will begin immediately upon announcement of award. We sincerely want to understand KSC's unique requirements, expectations, and preferences. As an experienced support services contractor, we understand our role and strive to satisfy our customer. Our past performance will attest to our unwavering commitment to understanding our customer and doing what is necessary to provide high quality services. We will employ the same philosophy on this contract and bring this corporate culture to KSC.

1.1.2 Communication

WTE has embraced the philosophy that we will work *with* our customers, not *for* them. Consequently we have developed an organizational structure which fosters direct communication between our Program Management Team and all individuals who are internally and externally associated with the contract requirements. We have a multi-faceted approach that will facilitate our communications across all activities involved with delivering services on this contract. Our ap-

Wichita Tribal Enterprises, LLC NASA KSC Institutional Support Services III	Overall Management Plan		
	KISS III-01	Baseline Issue	June 1, 2013

proach provides for effective development, sharing and integration of information to ensure successful performance on the KISS III contract. First, our program management personnel will be housed on site at KSC. Besides convenient face-to-face meetings and interaction with the employees and KSC personnel, the Program Manager and her team will utilize teleconferencing and electronic information sharing to ensure that pertinent information is promptly disseminated and communicated to those who need to know. In addition, as warranted (or customer desired), the management team will actively participate in recurring KSC-sponsored, formal and informal meetings to enhance communications. Furthermore, our Program Manager will hold 6-month customer reviews to determine if any issues have been identified. These customer meetings provide two-way communication between NASA and the contractor and are designed to collect both positive and negative feedback. These meetings provide the benefit of identifying problems early in the process so any problems are addressed quickly before they fester and become an issue. Also, we will employ the use of technology to provide just-in-time news and training information to our internal team members. We will utilize *Windows SharePoint Services*, as we have on other contracts, to help our team stay connected and productive. WTE is ever mindful of our focus to streamline information flow and speed decision making. This tool provides easy access to people, documents and information needed to make more informed decisions and to get the job done. Utilizing this tool will make it easy to share documents, track tasks, and use email to share ideas and information. One key element of this tool that will significantly enhance effective communication is the Alert feature. With this function, we can instantaneously notify all team members of critical announcements and decisions.

Communications for Oversight and Integration – WTE’s philosophy when undertaking any new contract is to make our service delivery seamless. Though mindful and compliant not to provide personal services, we believe we are an extension of the customers we serve. Our management approach to oversight and integration is to provide corporate support by way of communicating overall guidance and direction to program management. Our corporate team works together with program management to eliminate obstacles and find the right balance to ensure attention is given to customer requirements and to on-site team needs. One key corporate objective is to support implementation and integration of executive decisions and business process changes. We utilize various communication channels to “push” and “pull” information including project status monitoring, milestones, performance metrics, and customer feedback mechanisms. Program management personnel are tasked with providing timely status updates and efficient business process integration in their areas of responsibilities. The objective is to reinforce organizational commitment, and recognize/reward successes. We rely on both formal and informal communication and feedback loops from the customer and internal team members to take the pulse of our performance and if necessary, make timely necessary adjustments.

Communications for Conflict/Problem Identification and Corrective Actions – WTE has proven strategies and approaches to ensure that all problems and potential conflicts in program execution are met with solid and well thought out solutions. Conflict and problem resolution is handled using a tiered approach. Program management is responsible for communicating performance expectations clearly throughout the organization, while the staff personnel are accountable for performance (Tier 1). All new employees have a 90-day probationary period from their date of hire. To ensure our employees are meeting the expectations of their NASA customers, our Program Manager meets with the customers of our new hires 75 days after they start. This provides WTE feedback on how our employees are performing and allows us to address any training or performance issues early in the new hire process. In addition, as part of our manage-

Wichita Tribal Enterprises, LLC NASA KSC Institutional Support Services III	Overall Management Plan	
	KISS III-01	Baseline Issue June 1, 2013

ment structure fostering communication and flexible corrective actions, we believe in addressing problems quickly and effectively. If employees are not performing their work to the client's expectations within this 90-day probationary period, then the employee could be terminated for cause.

A WTE Team employee must be on the job in a full time capacity for 6 months from their hire date before that employee can be considered for another position on the KISS III contract. This 6-month time in service period will apply to all open positions. A part time "on call pool" employee can apply for an open position at any time during their employment.

Our Program Manager, Tara Miller, will meet with the employee's direct customers every 6 months to determine if any issues have been identified. These customer meetings provide two-way communication between NASA and the contractor and are designed to collect both positive and negative feedback. These meetings provide the benefit of identifying problems early in the process so they are addressed quickly. Depending on the severity of any performance issues, we provide several approaches to corrective action: 1) verbal identification of the issue and a verbal warning issued, 2) Performance Improvement Plan that identifies corrective actions and monitors performance on a 30/60/90 day plan as required. The Program Manager works with the employee and provides tools and training needed to assist in enhancing skills as well as communicating with the employee's customer to ascertain if employee performance improved, and 3) In the most severe cases, termination. If conflicts to program execution cannot be resolved at the staff level, the Program Manager will address the problems (Tier 2). To the extent that Program Management cannot provide resolution, we will utilize a Corporate Office Contract Sponsor to evaluate issues and problems that threaten service delivery (Tier 3). The Contract Sponsor will be supported by the KISS III program management and staff, Corporate and Customer team members who have knowledge of program deliverables and potential threats to successful service delivery. Mr. Mike Reeves with WTE will be the Corporate Office Contract Sponsor. This approach 1) provides senior, seasoned crosscutting perspective, 2) ensures root causes are accurately determined, 3) provides strong corporate support for corrective action implementation, and 4) provides feedback and senior management direction concerning the focus and conduct of assessments. Our approach is implemented in part in our TOMS. Continuous communication with KSC regarding performance occurs during the assessment phase. A feedback mechanism is included to take corrective action and make modifications to the way we execute and plan tasks.

1.2 Organizational Structure

The WTE management approach is supported by an effective organization structure as presented on the following page in Figure 2. Our Program Manager reports directly to WTE's President and CEO, Mr. White, who, as WTE's President and CEO, possesses the ultimate and binding decision-making authority relating to the performance of this contract. This reporting structure provides unimpeded access to all corporate resources. Mr. White has made the commitment to ensure KSC will receive the highest priority. In addition, as the dotted line on the chart indicates, the Program Manager has direct access to corporate Human Resources, Finance, and Contracts organizations and resources on demand. In addition, the Program Manager will have access to Dr. Hubert Glover who will function as the RCJV subcontract interface and will report into WTE's Contracts Manager, Ms. Amy Eskridge, and have a direct functional support line to our KISS III Program Manager, Ms. Tara Miller.

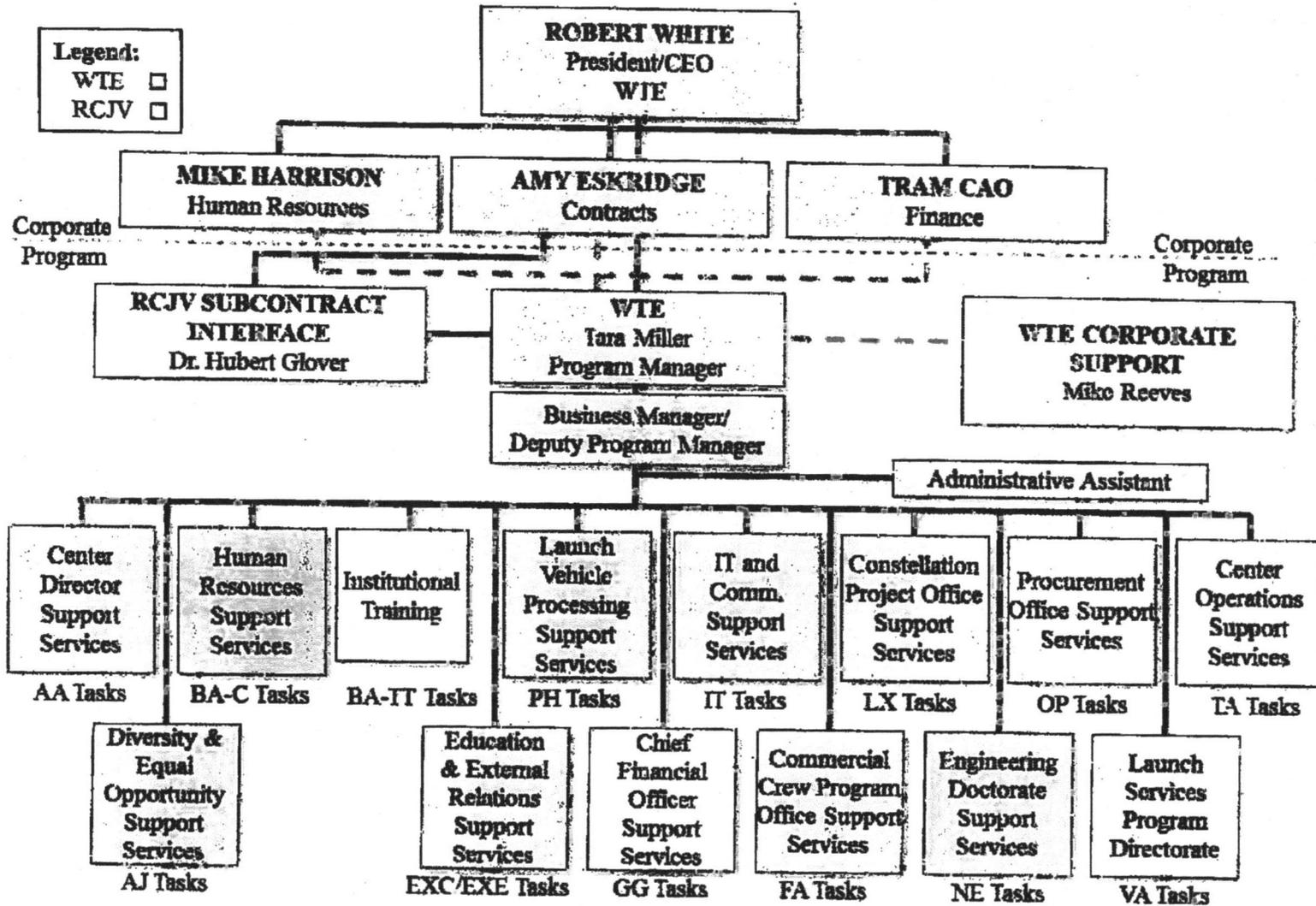


Figure 2 WTE's Responsive Organization Structure.

Wichita Tribal Enterprises, LLC NASA KSC Institutional Support Services III	Management Operating Plan	
	KISS III-01	Baseline Issue June 1, 2013

Our Program Manager has full autonomy to make decisions on a real time basis and is provided signature authority for contract modifications. This contract level autonomy allows a quick response to issues that need to be addressed. On the KISS I contract, the contract requirement is to submit proposals within 10 days of the request. In large part, due to the Program Manager's local autonomy, proposals are frequently provided on the same day as requested. Ms. Miller meets with customers and the Technical Monitor Representatives (TMR's) to ensure a thorough understanding of the customer requirements.

WTE has assigned the task order support to be performed by our teaming partner at discrete KSC Directorates. Accordingly, RCJV will be responsible for all task order support for the following KSC Directorates: Institutional Testing (BA-TT) and Office of Chief Financial Officer (GG). Similarly, WTE will provide all task order support for the following KSC Directorates: Center Director (AA), Office of Diversity and Equal Opportunity (AJ), Human Resources Office (BA-C), Education and External Relation (EXC and EXE), Commercial Crew Program (FA), Information Technology and Communications (IT), Constellation Project Office (LX), Engineering Directorate (NE), Procurement Office (OP), Center Operations (TA), Launch Services Program (VA) and Launch Vehicle Processing Directorate (PH). In addition, all of the Independent Contractors have been assigned to RCJV. WTE will perform 56 percent or higher of all of the work.

The individuals identified in the organizational chart also make up the Phase-In Management Team.

WTE will be responsible to establish and maintain the Professional Support Team (PST). The PST is a professional service organization that assists its employees in professional development and provides a forum for professional networking that will encourage teamwork among its employees. Membership is composed of civil service and KISS III professional administrative support. The PST is a valuable organization that will benefit the performance of KISS III in supporting the KSC mission. WTE will use the PST to ensure we provide "on-going" training to the WTE Team employees to ensure they meet the requirements of the KISS III Statement of Work (SOW). The PST:

- Acts as a support network for all professional administrative support staff on KISS III.
- Encourages communication and fosters teamwork amongst professional administrative support staff including Civil Servants.
- Mentors and trains incoming professional administrative support staff.

WTE will provide the following:

- Recommendations on policies and practices for professional administrative support staff.
- Recommendations on practices related to professional administrative support and dissemination of information on changes to policies/practices.
- Mentor and train professional administrative support staff, including NASA civil servants.
- Enhance administrative capabilities across KSC.
- Annual Training Sessions
- Updates and maintenance of the PST website

WTE will provide annual refresher training in order for KISS III employees, who are a member of the PST, to stay current with state-of-art office software and technology. This annual refresher training will ensure a high quality of service for each applicable SOW element.

Wichita Tribal Enterprises, LLC NASA KSC Institutional Support Services III	Management Operating Plan		
	KISS III-01	Baseline Issue	June 1, 2013

1.2.1 Program Management Office

In addition to the Work Year Equivalent (WYE) staffing (skill mix and WYEs) that mirrors the NASA KISS III Request for Proposals (RFP) Labor Independent Government Estimate (IGE), WTE proposes the following WYEs to make up our Program Management Office:

- Program Manager
- Business Manager who also serves as Deputy Program Manager (DPM)
- Administrative Assistant

These WYEs are WTE employees and will be an indirect cost charged to KISS III. WTE proposes these management positions required for planning, coordination, and surveillance of overall activities to assure disciplined performance of work and timely application of the resources necessary for completion of all KISS III tasks. The Program Management Office will:

- Communicate with NASA (Contracting Officer's Representative (COR) and Point of Contacts (POCs)) frequently (up to on a daily basis) to assure customer satisfaction.
- Perform periodic quality control sampling and institute peer review of individual employee work items to help maintain the highest level of appropriateness and accuracy.
- Formulate and enforce work standards and strictly enforce KSC provided timeframes. WTE will track requested NASA service and product items in WTE's Action Tracking System to ensure timeframe commitments are met.
- Execute the mechanics of our KISS III Quality Control Plan (QCP). The driving concept of our QCP is to be proactive and stay out in front of any performance problems/issues.

Finally, the Program Management Office will ensure that all individuals on the KISS III contract, regardless of which NASA organization they serve, understands what is being asked of them. The Program Management Office mission is to ensure that each KISS III employee has the necessary training, motivation and capability to maximize the quality of work.

1.2.2 Local Autonomy

WTE's philosophy is to allow local autonomy for program management to the greatest extent possible. The principals of WTE and RCJV and most of our senior corporate managers have been Program Managers in the past and understand the importance of local autonomy coupled with on-demand corporate support. Our Program Manager will manage and oversee the KISS III contract and serves as NASA's primary Point of Contact on all matters related to the contract. The Program Manager will respond to all needs of KSC clients and ensure adequate WTE resources and successful performance of all contract requirements. This position, as illustrated in our organization structure, will have direct access to all senior corporate officials for guidance and support as deemed necessary. Our Program Manager has been delegated by WTE with authority at the local level to commit WTE on contractual matters which require immediate attention. This practice has often provided same day turnaround on the current KISS I contract.

Located on-site at KSC, the Program Manager will have authority to:

- Negotiate and sign contract modifications, administer, and terminate subcontracts
- Assume existing tasks and assure compliance and quality of contract performance
- Develop task order proposals
- Release completed work and vouchers to KSC
- Negotiate contract modifications
- Accept in-scope assignments

Wichita Tribal Enterprises, LLC NASA KSC Institutional Support Services III	Management Operating Plan	
	KISS III-01	Baseline Issue June 1, 2013

- Interface with the COR, CO and clients
- Assign staff to the various tasks, monitor and reassign work in response to varying workloads
- Shift staff to achieve economies, minimize backlog and avoid delays
- Resolve day-to-day performance problems
- Coordinate and approve all staff training, cross training and mentoring, approve travel
- Recruit, hire, dismiss, promote, and demote personnel
- Select, administer, and terminate subcontractors
- Ensure timely replacements for planned and unplanned absences,
- Ensure all necessary coordination with NASA
- Transfer the "lessons learned" from other WTE and RCJV contracts best practices
- Enhance current services where potential deficiencies may exist
- Execute corrective action plans for deficiencies identified from all sources including KSC customer interaction, KSC performance evaluation, customer surveys and self-assessments
- Visit employee locations to perform quality control assessments with a focus on corrective actions, improvements and sharing and implementing lessons learned
- Implement the WTE KISS III contract quality program

Some the items listed above will require notification to corporate departments to update contract and personnel files, etc. The only corporate authorization that the Program Manager requires are those issues dealing with 1) employee requests for benefit coverage outside of the company's benefits plan documents; or 2) any decisions that vary from the WTE Employee's Handbook which provides the rights, benefits, and expectation of employees.

Should the Program Manager be unavailable for some reason such as vacation, sick leave or personal business, the DPM will assume her responsibilities until the Program Manager's return. This line of succession for our Program Manager will also be in effect if the Program Manager terminates employment on the KISS III contract. The DPM will assume the full responsibilities of the Program Manager until such time that an acceptable replacement can be recruited, hired and assigned to the project.

1.3 WTE Human Resources System

For the WTE Team, the employee comes first—this is not a cliché, but a proven fact. Our Human Resources (HR) System ensures that our most valued asset, our employees' well-being, is protected. We provide our staff with equitable compensation structures resulting in very successful recruitment and retention rates. The WTE Team has achieved an excellent record for continuity of personnel from incumbent contracts. Our track record validates our sustained ability to attract and retain the most qualified personnel through excellent recruitment, selection, compensation, benefits, continuous training, and productivity enhancement programs. Our ability to attract, retain, train and motivate KISS III employees will assure high personnel satisfaction that will ultimately benefit KSC.

1.4 Understanding and Compliance with the Service Contract Act (SCA)

The KISS III contract support staff consists of approximately 48 percent Wage Determination (WD) employees. We will ensure that each SCA staff member receives a total compensation package (wage, vacation, holiday, and health and welfare) that is in conformance with and/or better than the SCA requirements. Our experience with the SCA will also be very beneficial to KISS III in accommodating workload adjustments through the cross-utilization of personnel. We understand the SCA requirement to pay the applicable WD classification rate for work per-

formed in a higher classification, except when work performed in a WD classification is within levels on a temporary basis. Additionally, we will also identify and maintain a pre-ordained pool of associate employees (temporary/part-time relief workers/on-call staff) that can be cleared and badged by KISS and pre-qualified to perform duties in accordance with the respective position's continuity file as a "substitute" relief employee.

1.5 Recruiting

The WTE Team has extensive experience in assuming the responsibility for new contracts that includes work that was previously performed by another company on a prior contract. In every case, we began by offering incumbent employees their existing salaries at a minimum and providing benefits equal to or greater than the level of benefits that incumbent personnel were receiving from our predecessors. This method has worked extremely well. First, it alleviates the anxiety incumbent employee's face, and second, it demonstrates our commitment to employee satisfaction. We sincerely believe that our success has been largely due to our attentiveness to employee needs, concerns and well-being.

1.6 Job Descriptions/Qualifications

For all positions in our Staffing Plan, we will develop job descriptions to reflect the Task Order requirements. We will use these job descriptions as the criteria (knowledge/skill/ability (K/S/A) data) to assess a candidate's fitness to perform the job. Our KISS III job descriptions will reflect 1) experience, 2) education, 3) training, 4) special requirements and certifications and 5) duties and responsibilities required.

1.7 Personnel Training Plan

WTE will conduct a skills inventory during Phase-In. We will establish a skills database, tracking current skill levels and defining current and future training requirements. From this inventory, we will schedule training courses for certifications and training needed for each employee. Our Program Manager maintains a spreadsheet on our employee's education, certifications, capabilities and training directly related to SOW requirements, which is used to assess their qualifications and quickly identifies employees with unique skills sets. In the event an urgent need is identified, we can quickly identify employees with the skill set needed to fill the requirement. This spreadsheet also provides an overview of the training completed and training requirements of individuals. We know our Technical Training Instructors must maintain certifications and we will ensure their certifications are kept current by providing the applicable OSHA, DOT, and EPA training as needed.

Attachment 4.4.2
Organizational Conflict of Interest (OCI)

KSC Institutional Support Services III (KISS III)

Organizational Conflict of Interest (OCI) Plan

June 1, 2013

**National Aeronautics and Space Administration
John F. Kennedy Space Center, Florida**

Contract No. NNK13OW20B



**Wichita Tribal Enterprises, LLC
1831 E. 71st Street
Tulsa, OK 74136**

This OCI Plan includes data that shall not be disclosed outside the Government and if a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets marked with the use or disclosure legend.

Table of Contents

Table of Contents i

Revision History iii

1.0 Introduction..... 1

 1.1 Scope..... 1

 1.1.1 Applicability 1

 1.1.2 Contract Performance Related Conflict of Interest..... 1

 1.1.3 Procurement Related Conflict of Interest 1

 1.2 Definitions..... 2

 1.3 Applicable Policies and Procedures..... 3

2.0 Responsibilities 3

 2.1 WTE KISS III Program Manager 3

 2.2 WTE President..... 3

 2.3 Employees..... 4

3.0 Organizational Conflict of Interest Avoidance..... 4

 3.1 Subcontractors..... 4

 3.1.1 Limitation of Future Contracting..... 5

 3.1.2 Protection of Sensitive Information:..... 5

4.0 Process for Protecting Proprietary, Business Confidential, and Financial Data..... 5

5.0 Organizational Conflict of Interest Training..... 6

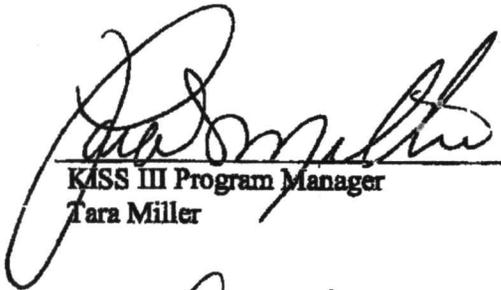
Appendix A: Wichita Tribal Enterprises Team Employee Acknowledgement of Organizational
Conflict of Interest Plan Training A-1

Appendix B: WTE Team Non-Disclosure Agreement (NDA)..... B-2

Wichita Tribal Enterprises, LLC NASA KSC Institutional Support Services III	Organizational Conflict of Interest (OCI) Plan	
	KISS III-01	Baseline Issue June 1, 2013

**Organizational Conflict of Interest Plan
for the
KSC Institutional Support Services III (KISS III)
Contract**

Submitted by Wichita Tribal Enterprises, LLC



 KISS III Program Manager
 Tara Miller



 Wichita Tribal Enterprises President/CEO
 S. Robert White



 NASA Contracting Officer's Technical
 Lori Weller



 NASA Contracting Officer
 Donald Wood

Wichita Tribal Enterprises, LLC NASA KSC Institutional Support Services III	Organizational Conflict of Interest (OCI) Plan		
	KISS III-01	Baseline Issue	June 1, 2013

Revision History

Revision	Date	Originator/Phone No.	Description
Baseline	06/01/2013	Robert White (713) 240-9814	Baseline Issue according to NASA/KSC KISS III Contract No. NNK13OW20B

1.0 Introduction

The purpose of this Plan is to establish procedures for the mitigation of real and/or perceived Organizational Conflict of Interest (OCI) that may arise in the performance of work performed by Wichita Tribal Enterprises, LLC (WTE) on the National Aeronautics and Space Administration (NASA) KSC Institutional Support Services III (KISS III) contract with the NASA Kennedy Space Center (KSC). This OCI Plan is applicable to any employee, consultant, independent contractor or subcontractor providing support to NASA under the WTE KISS III contract. The OCI Plan requirements will apply to all of these participants, which may be referenced herein as "the WTE Team." This OCI Plan is intended to meet the requirements of NASA FAR Supplement (NFS) 1852-237-22, Access to Sensitive Information, FAR Subpart 9.5 Organizational and Consultant Conflicts of Interest, and is consistent with the requirements of WTE corporate policies and procedures. The primary purpose of this Plan is to aid in ensuring that the WTE Team's objectivity and judgment are not biased because of its present or planned interests which relate to work under this contract; the WTE Team does not obtain unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and the WTE Team does not obtain unfair competitive advantage by virtue of its access to proprietary information belonging to others.

1.1 Scope

This plan addresses situations that are contract performance-related due to the WTE Team employees working with proprietary, financial and competition specific data. The WTE Team is composed of employees of WTE, REDE/Critique, JV (RCJV), independent contractors and subcontractors working on the KISS III contract.

1.1.1 Applicability

This plan is applicable to all data considered to be proprietary and/or competition sensitive information that the WTE Team employees may use or see in the performance of work on the contract.

1.1.2 Contract Performance Related Conflict of Interest

This plan addresses situations where the WTE Team is tasked to perform work that utilizes data submitted to NASA by other contractors doing work on other NASA KSC contracts, or supplied directly or indirectly by NASA. This plan contains mitigation plans to avoid potential conflicts.

1.1.3 Procurement Related Conflict of Interest

This plan addresses specific conflict situations and describes how they will be managed. These situations include the following:

- The WTE Team may be requested to analyze sensitive data from contracts with competitors as either prime contractors or subcontractors and independent consultants.
- The WTE Team may be requested to analyze sensitive data from contracts which it may be the prime contractor or subcontractor.
- The WTE Team may be requested to develop competitive purchase requests, specifications or standards for procurements or services contracts for which it would ordinarily compete.
- The WTE Team may have access to proprietary, business confidential, or financial data of other companies that have nothing to do with a procurement opportunity.
- The WTE Team may be generating, accessing, or reviewing data which is intended to be

Wichita Tribal Enterprises, LLC NASA KSC Institutional Support Services III	Organizational Conflict of Interest (OCI) Plan		
	KISS III-01	Baseline Issue	June 1, 2013

used, or may reasonably be expected to be used, in a future NASA procurement, on which the WTE Team has no intention to compete.

1.2 Definitions

Organizational Conflict of Interest (OCI): The Government defines OCI as an activity which renders an organization unable, or potentially unable, to render impartial assistance or advice to the Government; or where the organization's objectivity in performing contract work is, or might be, otherwise impaired; or the organization has an unfair competitive advantage due to information gained while performing under the contract. OCI may result when factors create an actual or potential conflict of interest on a contract, or when the nature of the work to be performed on the contract creates an actual or potential OCI on a future acquisition.

Non-Disclosure Agreement (NDA): A non-disclosure agreement is a written agreement between two entities and/or between a specific company and its employees that provides for protection of proprietary and business confidential information. The scope of an individual agreement is written to restrict the use of disclosed data to the specific work on the contract.

Mitigation Plan: A Mitigation Plan outlines the action required to mitigate a specific conflict of interest situation.

Sensitive Program Information (SPI): Sensitive Program Information includes documentation or data marked with one or more of the following caveats: Proprietary Information, Competition Sensitive Information or Source Selection Sensitive Information. SPI also includes all financial, budgetary, and programmatic planning data or information that pertains to Government programs that has not been released to the public, including cost estimates and Government programmatic requirements documents, regardless of the medium in which they are provided to the WTE Team personnel which could give the possessor a competitive advantage. The objective of the OCI Mitigation Plan is to protect data with the above caveats from unauthorized disclosure.

1. **Proprietary Information:** Information or data received from outside the WTE Team contract work pertaining to any formula, pattern, device or compilation of information (including financial data) developed at private expense, which is used in one's business and which if divulged to the general public or a competitor might adversely affect the competitive position of the owner. Unless otherwise specified in writing, the protection period for proprietary information is indefinite or until the information becomes available in the public domain.
2. **Competition Sensitive Information:** Information developed at private expense and/or Government expense that is protected from public disclosure by its owner for a specific period of time. The protection period for competition sensitive information is indefinite or until the information becomes available in the public domain.
3. **Source Selection Sensitive:** Data identified by the Government as Source Selection Sensitive in accordance with the provisions of the Federal Acquisition Regulation (FAR) paragraph 3.104-4, to include, without limitation, proposed prices, source selection plans, technical evaluation plans, technical evaluations of proposals, competitive range determinations, rankings of bids or proposals, source selection reports or other information of this nature marked as "Source Selection Sensitive" by the Government. The protection period for Source Selection Sensitive information is indefinite or until the information becomes available in the public domain.
4. **Limited Rights, Restrictive Rights, or Government Purpose Rights:** Technical data, computer software, and computer documentation with such rights legends as defined and speci-

Wichita Tribal Enterprises, LLC NASA KSC Institutional Support Services III	Organizational Conflict of Interest (OCI) Plan		
	KISS III-01	Baseline Issue	June 1, 2013

fied in FAR 52.227-14 "Rights in Data – General (June 1987)," unless the specific item has been released or disclosed publicly or is provided by the customer to contractors agency-wide.

1.3 Applicable Policies and Procedures

- NFS 1852.237-72, Access to Sensitive Information (JUN 2005)
- NFS 1852.237-73, Release of Sensitive Information (JUN 2005)
- NFS 1852-209-71, Limitation on Future Contracting (DEC 1988)
- NFS 1852.204-76, Security Requirements for Unclassified Information Technology Resources (MAY 2007)
- FAR Subpart 9.5
- WTE and subcontractors and independent consultants' Policy on Code of Business Conduct.
- The WTE Team Organizational Conflict of Interest Process.

2.0 Responsibilities

2.1 WTE KISS III Program Manager

The KISS III Program Manager has overall responsibility for implementation of this OCI Plan. Additional responsibilities include the following:

- Ensure executed NDAs as shown in Appendix B and OCI Plan Training acknowledgement forms as shown in Appendix A are in place for all WTE Team employees.
- Ensure all the WTE Team employees working on the KISS III contract are trained in this plan in compliance with the contract.
- Obtain a written affirmation from each WTE Team employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information need in performing the KISS III contract.
- Maintains file copy of employee training and compliance (see Appendix A) and annotate the training date per DRD 003 instruction.
- Maintain a current list of employees having access to sensitive information based upon their "need to know." This list shall be made available to the Government upon request.
- Address potential organizational conflicts of interest issues with WTE's President and the NASA Contracting Officer.

2.2 WTE President

WTE President's responsibilities include the following:

- Administer a monitoring process to ensure that the WTE Team employees comply with all reasonable security procedures, have the Program Manager report any breaches to the Contracting Officer, and have the Program Manager implement any necessary corrective actions.
- Conduct conflict of interest analysis with the WTE KISS III Program Manager, and where required, assure Organizational Conflict of Interest Mitigation Plans are prepared for NASA KSC review and approval.
- Ensure approved mitigation plans are implemented.
- Ensure that employees have current conflict of interest training and have signed a program specific document recognizing this training.
- Ensure that all WTE Team employees selected to work on the KISS III contract have signed a program specific Non-Disclosure Agreement (NDA) and ensure that they will comply with the NDA.

Wichita Tribal Enterprises, LLC NASA KSC Institutional Support Services III	Organizational Conflict of Interest (OCI) Plan		
	KISS III-01	Baseline Issue	June 1, 2013

- Ensure that all WTE Team employees have job descriptions, annual performance plans and appraisals that reflect compliance with this OCI Plan.

2.3 Employees

The WTE Team employees will not share proprietary or competition sensitive information with other WTE Team employees or organizations that are not part of the KISS III contract or do not have a need to know based upon their KISS III contract assignments. All KISS III contract personnel shall maintain proprietary or competitive sensitive information behind lock and key and utilize electronic encryption techniques for storage and transmission. Specifically, the WTE Team employees will be managed as follows:

- Such personnel will be physically located in a facility provided by NASA that is separated from any other WTE Team facility that is engaged in doing business with the NASA KSC organization.
- Such personnel will be granted access to proprietary or competitive sensitive information based upon their specific assignments.
- Such personnel will be prohibited from supporting proposal or the business development activities where they have had access to proprietary or competition sensitive information.

Each WTE Team employee will utilize any sensitive information coming into its possession only for the purpose of performing the services specified in the KISS III contract and WTE will allow access to sensitive information only to WTE Team employees that need it to perform services under the KISS III contract.

Each person in the WTE Team working on the KISS III contract has the responsibility for understanding and complying with this plan. Each person in the WTE Team will complete conflict of interest training, sign the Appendix A document to acknowledge this document and his/her OCI training, sign the NDA, and will have conflict of interest compliance as part of his/her job description, annual performance plan, and annual performance appraisal.

All people on the WTE Team are or will be trained on how to handle proprietary or competition sensitive information and actions that are to be taken when they inadvertently obtain such data or information.

3.0 Organizational Conflict of Interest Avoidance

To avoid any potential conflicts, the WTE KISS III Program Manager and the President will review all changes to the WTE KISS III contract. If there is an appearance of a potential conflict, the WTE KISS III Program Manager will advise the NASA Contracting Officer, and discuss appropriate actions. WTE represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflicts of interest as that term is used in FAR Subpart 9.5. WTE represents that if it discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

3.1 Subcontractors

Upon receiving specific KISS III tasks, the prime contractor, WTE, will work with its subcontractors and independent contractors to ensure that all potential OCIs are avoided and/or mitigated. Mitiga-

Wichita Tribal Enterprises, LLC NASA KSC Institutional Support Services III	Organizational Conflict of Interest (OCI) Plan		
	KISS III-01	Baseline Issue	June 1, 2013

tion and avoidance procedures may result in a limitation of future contracting, as well as the need to protect sensitive program information.

3.1.1 Limitation of Future Contracting

For subcontractors and independent contractors that may be asked to support or have access to source selection sensitive information and will not accept a limitation of future contracting, WTE will set up a firewall so that they will have no access to the restricted work and would be physically located in a different location from the WTE subcontractor, independent contractor or employee performing the restricted work. The approaches and techniques used to set up firewalls would be used to prevent the subcontractor or independent contractor from gaining any knowledge of the work. Specifically, for the situation where a company is firewalled wherein firewalled is defined as a company or person being walled off from obtaining sensitive information:

1. A company would sign a document as to the nature of the conflict and the restrictions that their employees would have.
2. The company would educate all its employees regarding what they can or cannot do in interfacing with the KISS III contract.
3. WTE would inform all its employees of the restrictions of the conflicted company, and the extent that the conflicted company can participate in KISS III work.
4. WTE and subcontractor managers will monitor compliance and report on a monthly basis to WTE management.

All WTE Team members, who are composed of employees of WTE, RCJV, subcontractors and independent contractors, will have mandatory OCI training and sign the OCI training acknowledgement form in Appendix A and the NDA form in Appendix B upon being hired and then on an annual basis.

3.1.2 Protection of Sensitive Information:

WTE will require subcontractor and independent contractor employees with potential access to sensitive program information and/or source selection sensitive information to execute NDAs. The documents prohibit subcontractor and independent contractor employees from sharing or disclosing any sensitive information, even to the person to whom they report within their company, who may or may not have NDAs in place. Additionally, physical precautions and data security is required. Section 2.3 describes the precautions that will be taken to ensure protection of sensitive data. These precautions include strict enforcement of NDA execution procedures by WTE, controlled work areas, cabinets, and rooms. Firewalled employees will be assigned work areas where others cannot overhear their conversations. The work areas will be locked to protect any documents and other work products with access restricted to those assigned to the task order.

4.0 Process for Protecting Proprietary, Business Confidential, and Financial Data

During the performance of work on the KISS III contract, the WTE Team employees may have access to another company's proprietary, business confidential and/or financial data. To protect the interests of these companies and of the WTE Team, proactive steps, in addition to the requirements of the NDA, will be taken as follows:

- The WTE Team will request that any such data/documentation provided by NASA be appropriately marked as proprietary and/or business confidential when provided to the WTE Team employees.

Wichita Tribal Enterprises, LLC NASA KSC Institutional Support Services III	Organizational Conflict of Interest (OCI) Plan		
	KISS III-01	Baseline Issuc	June 1, 2013

- The WTE Team will maintain, under lock, all documents provided by NASA that are marked as proprietary, business confidential, or financial data.
- Employees of the WTE Team working on the KISS III contract will be required to review the contract specific NDA and acknowledge review and compliance in writing.
- The WTE Team will administer a monitoring process to ensure that employees comply with all applicable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions as defined in paragraphs 2.1, 2.2 and 2.3 above.

Remedies and Waiver: (A) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify WTE from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, WTE discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government or take other appropriate actions. (B)The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, WTE may at any time seek a waiver from the Contracting Officer by submitting a full written description of the requested waiver and the reasons in support thereof.

5.0 Organizational Conflict of Interest Training

Organizational Conflict of Interest training which supports and facilitates the understanding of the contents of this plan and ensures that all appropriate employees of the WTE Team are aware of: 1) contract and mitigation plan requirements; and 2) procedures for reacting to potential conflict situations. This training must be conducted, completed, and documented (see Appendix A) for any employee of the WTE Team before that individual may work on the KISS III contract. The WTE Team members are composed of employees of WTE, RCJV subcontractors and independent contractors working on the KISS III contract.

Appendix A: Wichita Tribal Enterprises Team Employee Acknowledgement of Organizational Conflict of Interest Plan Training



ORGANIZATIONAL CONFLICTS OF INTEREST MITIGATION
TRAINING ACKNOWLEDGEMENT FORM

I, the undersigned, hereby acknowledge that I have participated in the WTE training course on _____ (date) on Organizational Conflict of Interest Mitigation on the WTE NASA KISS III Contract and I have read and understood the WTE Organizational Conflict of Interest Mitigation Plan and the WTE Team Policy and Procedures on Organizational Conflict of Interest Mitigation. Furthermore I understand my obligation to utilize sensitive information that I have access to, only to perform the services specified in the KISS III contract and to safeguard it from unauthorized use and disclosure.

In brief, I was informed of the following:

1. The purpose of WTE is to prevent and mitigate organizational conflicts of interest on the KISS III contract
2. It is my responsibility to follow the WTE OCI policies/procedures.
3. I will be subject to disciplinary action for a violation of WTE OCI policy or if I do not follow the procedures on which I have been trained.

EMPLOYEE NAME (please print)

EMPLOYEE SIGNATURE

DATE

INSTRUCTOR SIGNATURE

DATE

Distribution: Original to HR, 1 copy to local Professional Development folder, 1 copy to individual

Wichita Tribal Enterprises, LLC NASA KSC Institutional Support Services III	Organizational Conflict of Interest (OCI) Plan		
	KISS III-01	Baseline Issue	June 1, 2013

Appendix B: WTE Team Non-Disclosure Agreement (NDA)



**NON-DISCLOSURE AGREEMENT FOR PERSONNEL AFFILIATED WITH
WICHITA TRIBAL ENTERPRISES SUPPORTING OPERATIONS
AT
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER**

As a member of the KSC Institutional Support Services Contract III (KISS III) Team, I, _____ understand that I will have access to proprietary sensitive/competitive information. Accordingly, I hereby agree and certify that I will not disclose, except as required by litigation, any information to individuals or entities other than those specifically identified and approved by NASA-KSC officials. Also pursuant to Wichita Tribal Enterprises, LLC (WTE) contract with NASA-KSC (Contract No. NNK13OW20B and/or any follow-on contract), I will treat confidential information as follows:

HANDLING OF DATA:

In the performance of this contract, it is anticipated that I may have access to, be furnished, or use the following categories of data (which may be technical data, computer software, administrative, management information, or financial, including cost or pricing):

- (1) Data of the third parties which the Government has agreed to handle under protective arrangements; and
- (2) Government data, the use and dissemination of which, the Government intends to control.

In order to protect the interest of the Government and the owners, licensors and licensees of such data, I agree, with respect to any such third party or Government data as being subject to this clause, to:

- (1) Use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;
- (2) Allow access to such data only to those of its employees that require access for their performance under this contract;
- (3) Preclude access and disclosure of such data outside my role within the organization; and
- (4) Return or dispose of such data, as the KISS III Program Manager or applicable NASA customer may direct, when the data is no longer needed for contract performance.

I agree to comply with the access, use, disclosure, and reproduction provisions of this clause. Before disclosure of any information, the Government must concur with the employee's decision to disclose or reproduce data for anyone outside of the Government.

Notwithstanding the above and with government concurrence, I shall not be restricted in use, disclosure, and reproduction of any data that:

- (1) Is, or becomes, generally available or public knowledge without breach of this clause by the Contractor;
- (2) Is known to, in the possession of, or is developed by myself independently of any disclosure of, or without reference to, proprietary, restricted, confidential, or otherwise protected data under this clause;
- (3) Is rightfully received by myself from a third party without restriction;
- (4) Or is required to be produced by myself pursuant to a court order or other Government action.

If I believe that any of these events or conditions that remove restrictions on the use, disclosure, and reproduction of data apply, I shall promptly notify the KISS III Program Manager or applicable NASA customer of such belief prior to acting on such belief, and, in any event, shall give notice to the KISS III Program Manager prior to any unrestricted use, disclosure, or reproduction of such data.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date indicated on this first page.

Wichita Tribal Enterprises, LLC
Prime Contractor

Employee's Company

Tara S. Miller
Program Manager

Employee Signature

(Date)

Employee Name (print)

Employee Title (print)

(Date)

Attachment 4.4.3
Safety and Health Plan

KSC Institutional Support Services III (KISS III)

Safety & Health Plan

June 1, 2013

**National Aeronautics and Space Administration
John F. Kennedy Space Center, Florida**

Contract No. NNK13OW20B



**Wichita Tribal Enterprises, LLC
1831 E. 71st Street
Tulsa, OK 74136**

This S&H Plan includes data that shall not be disclosed outside the Government and if a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets marked with the use or disclosure legend.

Table of Contents

Table of Contents i

Revision History iii

1.0 Safety and Health Plan 1

 1.1 Office Safety 1

 1.2 Ergonomic Safety 1

 1.3 Hazardous Communication Training 2

 1.4 Participation in Center-Wide Safety Activities 2

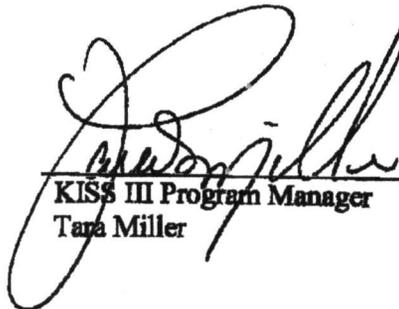
 1.5 Safety and Health Point of Contact 2

 1.6 Work Area Inspections 2

Wichita Tribal Enterprises, LLC NASA KSC Institutional Support Services III	Safety & Health Plan	
	KISS III-01	Baseline Issue June 1, 2013

Safety & Health Plan
for the
KSC Institutional Support Services III (KISS III)
Contract

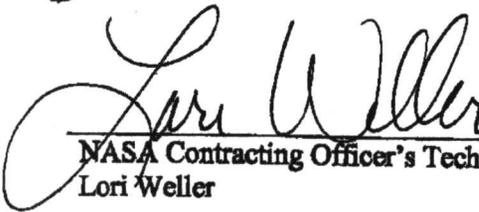
Submitted by Wichita Tribal Enterprises, LLC



 KISS III Program Manager
 Tara Miller



 Wichita Tribal Enterprises President/CEO
 S. Robert White



 NASA Contracting Officer's Technical
 Lori Weller



 NASA Contracting Officer
 Donald Wood

Revision History

Revision	Date	Originator/Phone No.	Description
Baseline	06/01/2013	Robert White (713) 240-9814	Baseline Issue according to NASA/KSC KISS III Contract No. NNK13OW20B

Wichita Tribal Enterprises, LLC NASA KSC Institutional Support Services III	Safety & Health Plan	
	KISS III-01	Baseline Issue June 1, 2013

1.0 Safety and Health Plan

Our National Aeronautics and Space Administration (NASA) KSC Institutional Support Services III (KISS III) Contract Safety and Health Plan identifies Wichita Tribal Enterprises' (WTE's) approaches to providing a safe work place for our employees and in preventing damage to or loss of government equipment and/or property in compliance with the Environmental Protection Agency (EPA) and the Occupational Safety and Health Administration (OSHA) regulations. It is our firm belief that every person working on this contract, at every level must practice safe working habits and environmental consciousness. We are aware of the importance of safety reporting at KSC and NASA and have implemented steps to ensure employees may report any safety concern without fear of reprisal. WTE will support NASA KSC in their initiative of creating a culture where safety, health, and environmental control is everyone's responsibility. We have implemented standard industry practice for other NASA contracts of similar scope and nature and pledge to provide consistent safety and health measures over the duration of the KISS III contract. Key elements of the plan describe methods of planning, implementing and ensuring management, leadership and employee involvement; system and worksite analysis, including work station safety; hazard prevention and control; and safety, health and environmental training.

The majority of the WTE Team employees are co-located with NASA personnel and as such fall under NASA's office safety program for the Directorate for which each employee supports. Only two areas on the KISS III contract are not co-located with NASA: the KISS III Program Office and the Training Manager personnel. These two areas fall under the guidelines of this Safety and Health Plan. These two areas are subject to unannounced Safety inspections performed by NASA. This Plan shall be in compliance with KNPR 8715.7.

1.1 Office Safety

WTE has developed a KISS III Employee Safety Committee to identify unsafe practices and potentially hazardous conditions inside the office environment. Standing Safety Committee Members will be the Safety and Health Coordinator, who will be our Deputy Program Manager, the Institutional Training Manager, the Program Manager, and members from other staff areas, creating wide-spread representation. Individuals serving will be rotating (two each, at staggered six-month intervals) to afford others the opportunity to participate, to underscore the importance of safety awareness and participation, and to keep fresh ideas flowing. The Safety Committee will meet monthly and serve as an avenue for reporting unsafe conditions or practices to management in order that any issues may be mitigated. All concerns of existing or potential unsafe office conditions will be reported directly to our KISS III Safety and Health Coordinator who will immediately take it to our KISS III Safety Committee for corrective action to remove the office safety problem.

1.2 Ergonomic Safety

Ergonomic concerns typically represent the most wide-spread risk factor affecting KISS III employees. We will proactively eliminate or mitigate ergonomic-related problems by performing yearly ergonomic education and evaluations on each employee's work station to ensure they have the proper equipment to do their job safely. If an employee moves to a new work station, an ergonomic evaluation will be completed to ensure the new work station is compatible to the employee's physical needs. Employees will be asked if they would like to train for and become ergonomic evaluators, enabling us to provide ergonomic assessments for employees on a regular basis and not tax the services provided by KSC. Examples of key items that are used in the ergo-

onomic assessment will be chair, desk and screen height, keyboard rests, the proper mouse, glare screens on monitors and foot rests. If equipment is required, WTE will follow the process as outlined in KNPD 1810.1. The KISS III COTR will keep the Program Manager informed of the process for ensuring ergo safety.

1.3 Hazardous Communication Training

Our approach for Hazardous operations is proactive in that we will first require a Training Evaluation to determine who needs the training. Affected personnel will be properly trained and have ready access to appropriate personal protective equipment (PPE). Routine safety awareness training on topical issues associated with KISS III contract task orders will be conducted by the Institutional Training Manager and provided to the work force as required. Key training elements will include, but are not limited to, pre-operations briefing requirements, appropriate PPE, area clearances and skill certification requirements, accident and injury reporting, and safety monitoring requirements.

1.4 Participation in Center-Wide Safety Activities

Besides WTE's internal safety structure and policies, we will fully engage in all of the safety activities at KSC. We will adopt all site required safety programs within our policies and enhance others based on best practices. WTE will further participate in KSC's safety stand down, Close Call reporting, Mishap reporting, and safety tips.

1.5 Safety and Health Point of Contact

WTE's Safety and Health Coordinator is our Deputy Program Manager and will serve as the KISS III Contract Safety and Health Point of Contact. The Safety and Health Coordinator functionally reports directly to the Program Manager and is responsible for the development of specific safety program requirements. She will coordinate all KISS III safety program elements, including orientation, training, policy and procedure development, inspections, reporting, hazard identification, hazard mitigation, and accident investigation. Because safety and security awareness are always shared individual responsibilities, and because KSC practices are crisply efficient, the actual time required for these duties is not onerous. We set a high standard for managing these issues, therefore, if the Safety and Health Coordinator or the Program Manager cannot be contacted or her cell telephone at (321) 749-5053, or if WTE corporate resources are required to mitigate an emergency, the fail-safe contact back-up is Mr. White, WTE President and CEO, at (713) 240-9814 (cell), available 24 hours daily. This level of management priority creates additional value for KSC because it sets the leadership's commitment to and expectations for the compliance and support we generate among all KISS III employees.

1.6 Work Area Inspections

This section will document what work areas will be inspected by whom to ensure that the OSHA annual employee work area inspections are performed for all WTE employees under the KISS III contract.

For areas that are used by civil service and contractors, SA-E2 will perform the following employee work area inspections and will maintain those records. WTE is not required to perform duplicate inspections of these areas.

- KSC Training Auditorium (entire building)
- KLI main conference room and lobby only

Wichita Tribal Enterprises, LLC NASA KSC Institutional Support Services III	Safety & Health Plan	
	KISS III-01	Baseline Issue June 1, 2013

- HQ Training classrooms only
- USA Scape Building (K6-0791) classrooms only (expected to be online October 2013)
- OSB-2, 1st floor classrooms only (~2/3 classrooms)
- Fire Training classrooms

The majority of WTE employees are embedded within NASA organizations so their work areas will continue to be inspected quarterly by SA-E2. The remaining work areas are where WTE employees are exclusively housed. WTE will perform annual inspections of the following areas.

- KLI office areas only
- HQ training offices only
- USA Scape Building (K6-0791) office areas only (expected to be online October 2013)

WTE will retain inspection records for one year from the date of inspection so that these records can be available for review. This list of Office Inspections will be updated as WTE employees are moved out of existing or into new facilities. SA-E2 will be notified of such moves.