

23182	- Electronics Technician Maintenance II	25.70
23183	- Electronics Technician Maintenance III	29.21
23260	- Fabric Worker	21.26
23290	- Fire Alarm System Mechanic	25.14
23310	- Fire Extinguisher Repairer	20.80
23311	- Fuel Distribution System Mechanic	25.99
23312	- Fuel Distribution System Operator	20.56
23370	- General Maintenance Worker	21.69
23380	- Ground Support Equipment Mechanic	24.75
23381	- Ground Support Equipment Servicer	21.01
23382	- Ground Support Equipment Worker	22.29
23391	- Gunsmith I	20.80
23392	- Gunsmith II	23.61
23393	- Gunsmith III	26.30
23410	- Heating, Ventilation And Air-Conditioning Mechanic	28.41
23411	- Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	29.87
23430	- Heavy Equipment Mechanic	26.73
23440	- Heavy Equipment Operator	29.74
23460	- Instrument Mechanic	26.65
23465	- Laboratory/Shelter Mechanic	24.94
23470	- Laborer	14.73
23510	- Locksmith	25.62
23530	- Machinery Maintenance Mechanic	25.71
23550	- Machinist, Maintenance	27.28
23580	- Maintenance Trades Helper	17.26
23591	- Metrology Technician I	26.65
23592	- Metrology Technician II	28.02
23593	- Metrology Technician III	30.29
23640	- Millwright	26.30
23710	- Office Appliance Repairer	22.89
23760	- Painter, Maintenance	22.23
23790	- Pipefitter, Maintenance	31.23
23810	- Plumber, Maintenance	29.79
23820	- Pneudraulic Systems Mechanic	26.30
23850	- Rigger	26.30
23870	- Scale Mechanic	23.61
23890	- Sheet-Metal Worker, Maintenance	26.98
23910	- Small Engine Mechanic	19.31
23931	- Telecommunications Mechanic I	25.80
23932	- Telecommunications Mechanic II	27.12
23950	- Telephone Lineman	27.26
23960	- Welder, Combination, Maintenance	21.10
23965	- Well Driller	29.30
23970	- Woodcraft Worker	26.30
23980	- Woodworker	19.34
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	13.06
24580	- Child Care Center Clerk	14.79
24610	- Chore Aide	11.92
24620	- Family Readiness And Support Services Coordinator	16.95
24630	- Homemaker	17.03
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	37.22
25040	- Sewage Plant Operator	27.78
25070	- Stationary Engineer	37.22
25190	- Ventilation Equipment Tender	27.20

14160 - Personal Computer Support Technician	27.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.55
15020 - Aircrew Training Devices Instructor (Rated)	44.22
15030 - Air Crew Training Devices Instructor (Pilot)	50.78
15050 - Computer Based Training Specialist / Instructor	36.97
15060 - Educational Technologist	30.99
15070 - Flight Instructor (Pilot)	50.78
15080 - Graphic Artist	26.12
15090 - Technical Instructor	23.75
15095 - Technical Instructor/Course Developer	31.97
15110 - Test Proctor	22.20
15120 - Tutor	22.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.71
16030 - Counter Attendant	10.71
16040 - Dry Cleaner	14.57
16070 - Finisher, Flatwork, Machine	10.71
16090 - Presser, Hand	10.71
16110 - Presser, Machine, Drycleaning	10.71
16130 - Presser, Machine, Shirts	10.71
16160 - Presser, Machine, Wearing Apparel, Laundry	10.71
16190 - Sewing Machine Operator	15.86
16220 - Tailor	17.13
16250 - Washer, Machine	12.01
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.96
19040 - Tool And Die Maker	25.80
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.94
21030 - Material Coordinator	26.06
21040 - Material Expediter	26.06
21050 - Material Handling Laborer	15.36
21071 - Order Filler	14.76
21080 - Production Line Worker (Food Processing)	15.94
21110 - Shipping Packer	15.84
21130 - Shipping/Receiving Clerk	15.84
21140 - Store Worker I	14.24
21150 - Stock Clerk	19.59
21210 - Tools And Parts Attendant	15.94
21410 - Warehouse Specialist	15.94
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.02
23021 - Aircraft Mechanic I	24.75
23022 - Aircraft Mechanic II	26.02
23023 - Aircraft Mechanic III	27.12
23040 - Aircraft Mechanic Helper	18.44
23050 - Aircraft, Painter	24.08
23060 - Aircraft Servicer	20.93
23080 - Aircraft Worker	22.29
23110 - Appliance Mechanic	23.84
23120 - Bicycle Repairer	15.44
23125 - Cable Splicer	26.30
23130 - Carpenter, Maintenance	24.84
23140 - Carpet Layer	24.72
23160 - Electrician, Maintenance	32.30
23181 - Electronics Technician Maintenance I	24.02



12073 - Licensed Practical Nurse III	26.40
12100 - Medical Assistant	19.18
12130 - Medical Laboratory Technician	21.69
12160 - Medical Record Clerk	20.15
12190 - Medical Record Technician	22.55
12195 - Medical Transcriptionist	20.45
12210 - Nuclear Medicine Technologist	42.30
12221 - Nursing Assistant I	13.12
12222 - Nursing Assistant II	14.75
12223 - Nursing Assistant III	16.09
12224 - Nursing Assistant IV	18.07
12235 - Optical Dispenser	19.51
12236 - Optical Technician	18.22
12250 - Pharmacy Technician	21.25
12280 - Phlebotomist	18.07
12305 - Radiologic Technologist	33.12
12311 - Registered Nurse I	35.12
12312 - Registered Nurse II	42.94
12313 - Registered Nurse II, Specialist	42.94
12314 - Registered Nurse III	51.93
12315 - Registered Nurse III, Anesthetist	51.93
12316 - Registered Nurse IV	62.30
12317 - Scheduler (Drug and Alcohol Testing)	31.03
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.87
13012 - Exhibits Specialist II	28.33
13013 - Exhibits Specialist III	34.65
13041 - Illustrator I	24.70
13042 - Illustrator II	29.23
13043 - Illustrator III	35.75
13047 - Librarian	34.08
13050 - Library Aide/Clerk	20.80
13054 - Library Information Technology Systems Administrator	28.98
13058 - Library Technician	25.39
13061 - Media Specialist I	20.91
13062 - Media Specialist II	23.40
13063 - Media Specialist III	26.08
13071 - Photographer I	19.48
13072 - Photographer II	21.80
13073 - Photographer III	27.00
13074 - Photographer IV	33.02
13075 - Photographer V	38.43
13110 - Video Teleconference Technician	22.90
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.64
14042 - Computer Operator II	21.98
14043 - Computer Operator III	24.49
14044 - Computer Operator IV	27.22
14045 - Computer Operator V	30.15
14071 - Computer Programmer I (1)	25.79
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	19.64

01612 - Word Processor II	23.32
01613 - Word Processor III	26.09
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.32
05010 - Automotive Electrician	21.86
05040 - Automotive Glass Installer	19.03
05070 - Automotive Worker	20.88
05110 - Mobile Equipment Servicer	19.01
05130 - Motor Equipment Metal Mechanic	22.82
05160 - Motor Equipment Metal Worker	20.88
05190 - Motor Vehicle Mechanic	22.80
05220 - Motor Vehicle Mechanic Helper	18.04
05250 - Motor Vehicle Upholstery Worker	19.96
05280 - Motor Vehicle Wrecker	20.88
05310 - Painter, Automotive	21.86
05340 - Radiator Repair Specialist	20.91
05370 - Tire Repairer	14.48
05400 - Transmission Repair Specialist	22.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.82
07041 - Cook I	15.49
07042 - Cook II	17.08
07070 - Dishwasher	10.27
07130 - Food Service Worker	10.72
07210 - Meat Cutter	19.49
07260 - Waiter/Waitress	9.68
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.21
09040 - Furniture Handler	14.58
09080 - Furniture Refinisher	20.21
09090 - Furniture Refinisher Helper	16.64
09110 - Furniture Repairer, Minor	18.45
09130 - Upholsterer	20.21
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.60
11060 - Elevator Operator	12.43
11090 - Gardener	21.60
11122 - Housekeeping Aide	13.67
11150 - Janitor	13.38
11210 - Laborer, Grounds Maintenance	17.52
11240 - Maid or Houseman	12.54
11260 - Pruner	15.75
11270 - Tractor Operator	20.48
11330 - Trail Maintenance Worker	17.52
11360 - Window Cleaner	14.52
12000 - Health Occupations	
12010 - Ambulance Driver	21.35
12011 - Breath Alcohol Technician	21.35
12012 - Certified Occupational Therapist Assistant	28.36
12015 - Certified Physical Therapist Assistant	24.41
12020 - Dental Assistant	21.85
12025 - Dental Hygienist	32.64
12030 - EKG Technician	33.99
12035 - Electroneurodiagnostic Technologist	33.99
12040 - Emergency Medical Technician	21.35
12071 - Licensed Practical Nurse I	21.04
12072 - Licensed Practical Nurse II	23.60



<p>REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT</p> <p>By direction of the Secretary of Labor Shirley F. Ebbesen Director Division of Wage Determinations</p>	<p>U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210</p> <p>Wage Determination No.: 2005-2062 Revision No.: 8</p> <p>Date Of Revision: 04/23/2009</p>
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State: California

Area: California Counties of Santa Clara, Santa Cruz

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	17.40
01012 - Accounting Clerk II	19.53
01013 - Accounting Clerk III	20.73
01020 - Administrative Assistant	30.87
01040 - Court Reporter	24.43
01051 - Data Entry Operator I	15.38
01052 - Data Entry Operator II	16.78
01060 - Dispatcher, Motor Vehicle	26.51
01070 - Document Preparation Clerk	15.93
01090 - Duplicating Machine Operator	15.93
01111 - General Clerk I	15.87
01112 - General Clerk II	17.31
01113 - General Clerk III	19.37
01120 - Housing Referral Assistant	27.33
01141 - Messenger Courier	13.02
01191 - Order Clerk I	16.93
01192 - Order Clerk II	18.46
01261 - Personnel Assistant (Employment) I	19.64
01262 - Personnel Assistant (Employment) II	21.98
01263 - Personnel Assistant (Employment) III	24.49
01270 - Production Control Clerk	28.05
01280 - Receptionist	17.21
01290 - Rental Clerk	16.09
01300 - Scheduler, Maintenance	21.86
01311 - Secretary I	21.86
01312 - Secretary II	24.46
01313 - Secretary III	27.33
01320 - Service Order Dispatcher	21.42
01410 - Supply Technician	30.87
01420 - Survey Worker	20.65
01531 - Travel Clerk I	15.41
01532 - Travel Clerk II	17.34
01533 - Travel Clerk III	19.53
01611 - Word Processor I	20.77

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT  By direction of the Secretary of Labor William W.Gross Division of Wage Determinations Director	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210  Wage Determination No.: CBA-2008-2453 Revision No.: 0 Date Of Last Revision: 10/20/2008
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State: California

Area: Santa Clara

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Employed on NASA Ames Research Center contract for Aerospace Testing and Facilities Operations and Maintenance (ATOM).

Collective Bargaining Agreement between contractor: Jacobs Technology Inc. & Sierra Lobo, Inc., and unions:

- International Brotherhood of Electrical Workers, Local No. 2131,
- International Association of Machinists and Aerospace Workers, Lodge No. 1414;
- International Union of Operating Engineers, Local Union No. 3, AFL-CIO, effective 9/1/2008 through 8/31/2011.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).



**SECTION J - LIST OF ATTACHMENTS****J.1 ARC 52.211-90 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (FEB 1997)**

(a) The following documents, exhibits, and attachments are included in the solicitation and resulting contract. Representations and certifications completed by the contractor in response to this solicitation are incorporated by reference in the resulting contract at time of award.

Attachment	Title	Date	No. of Pages
1	a. Department of Labor Wage Determination No. CBA 2008-2453, Revision 0 (The collective bargaining agreement (CBA) referenced in Wage Determination number CBA 2008-2453, can be obtained by written request to the Contracting Officer)	10/20/08	1
	b. Department of Labor Wage Determination No. 2005-2062, Revision 8	4/23/09	10
2	Contract Data Requirements List	6/9/09	12
3	Contractor's IT Security Plan*	TBD	TBD
4	Government Supplied Equipment List	11/13/08	6
5	Direct Labor Rates, Fringe Rates, Indirect Rates, Incentive Fee, and Ceiling Rate Matrices are incorporated by reference*	3/16/09	3 Excel workbooks
6	Contractor's Organizational Conflicts of Interest Avoidance Plan*	3/16/09	8
7	Contractor's Safety and Health Plan*	3/16/09	64
8	Contractor's Small Business Subcontracting Plan (if applicable)*	3/16/09	31
9	Contractor's Small Business Subcontracting Plan Goals (if applicable)*	3/16/09	1
10	DOD Contract Security Classification Specification (DD254)*		2
11	Facility Descriptions	11/20/08	5
12	Surveillance and Incentive Fee Plan	1/30/09	6

\*To be completed at time of award or by subsequent modification.

(END OF CLAUSE)

[END OF SECTION]

Costs to the government for employee fringe benefits are estimated at an average of 27% of salary for all permanent employees as follows:

<u>FERS Fringe Benefit</u>	<u>Percent of Salary</u>
Federal Employees Retirement System (FERS)*	11.2%
Thrift Savings Plan (TSP)	4.5%
Social Security (FICA)	0.0%
Medicare	6.5%
Employee Life Insurance (FEGLI)	0.1%
Employee Health Insurance (FEHB)	4.6%
<b>Total FERS Benefit %</b>	<b>27.0%</b>

\*Cost to the government for CSRS retirement employees is 7%. There are no TSP or FICA costs included in CSRS benefits. Total cost for CSRS employees is 14.1%.

The paid holidays provided by law to Federal employees are:

1. New Year's Day	6. Labor Day
2. Martin Luther King Day.	7. Columbus Day
3. President's Day	8. Veteran's Day
4. Memorial Day	9. Thanksgiving Day
5. Independence Day	10. Christmas Day

The amount of vacation or paid leave provided by law that would be given to Federal employees is as follows:

- Two hours of annual leave each week for an employee with less than three years of service.
- Three hours of annual leave each week for an employee with three, but less than fifteen years of service.
- Four hours of annual leave each week for an employee with fifteen or more years of service.

(END OF CLAUSE)

[END OF SECTION]



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

(END OF CLAUSE)

**I.9 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES  
(MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:  
It is not a Wage Determination*

<u>NASA/OPM Job Title</u>	<u>Grade</u>	<u>GS Step 1 or WG Step 2 Rate</u>
Information Technology Specialist (Applications Software)	GS-12	\$38.23
Information Technology Specialist (Sys. Adm.)	GS-05	\$17.40
Information Technology Specialist (Sys. Adm.)	GS-07	\$21.55
Engineering Technician (Drafting)	GS-04	\$15.55
Engineering Technician	GS-05	\$17.40
Engineering Aid	GS-02	\$12.70
Engineering Technician	GS-04	\$15.55
Engineering Technician	GS-06	\$19.39
Engineering Technician	GS-08	\$23.87
Engineering Technician	GS-09	\$26.36
Supply Clerk	GS-04	\$15.55
Electrician	WG-10	\$29.27
Electrician Leader	WL-10	\$32.20
Instrument Mechanic	WG-11	\$30.77
Instrument Mechanic Leader	WL-11	\$33.84
Industrial Equipment Mechanic	WG-10	\$29.27
Industrial Equipment Mechanic Leader	WL-10	\$32.20
Utility Systems Operator	WG-10	\$29.27
Utility Systems Operator Leader	WL-10	\$32.20

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

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

(f) 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 and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts

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

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

(END OF CLAUSE)

#### **I.7 NFS 1852.215-84 OMBUDSMAN (OCT 2003)**

(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.

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

Lewis S. Braxton, III  
NASA Ames Research Center  
M/S 200-9  
Moffett Field, CA 94035-1000  
Telephone: (650) 604-5068  
Facsimile: (650) 604-0031 or (650) 604-1668  
Email: [Lewis.S.Braxton@nasa.gov](mailto:Lewis.S.Braxton@nasa.gov)

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

(END OF CLAUSE)

#### **I.8 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

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



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

(c) Physical and Logical Access Requirements.

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

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

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

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

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

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

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

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

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

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

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



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

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

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

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

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

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

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

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

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



(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(END OF CLAUSE)

**I.5 NFS 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)**

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of **SECRET**. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J.1 (a) 10.

(END OF CLAUSE)

**I.6 NFS 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (MAY 2008) (DEVIATION)**

(a) The Contractor shall be responsible for information and information technology (IT) security when –

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

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

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



For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
  - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
  - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.



**I.3. FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

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

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(END OF CLAUSE)

**I.4. FAR 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

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

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.



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.

(END OF CLAUSE)



foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication.

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

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

**Step 2:**

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal<sup>1</sup> or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear no later than the entry on duty date.

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

**Step 3:**

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

**Step 4:**

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

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



**I.2 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)**

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

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

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

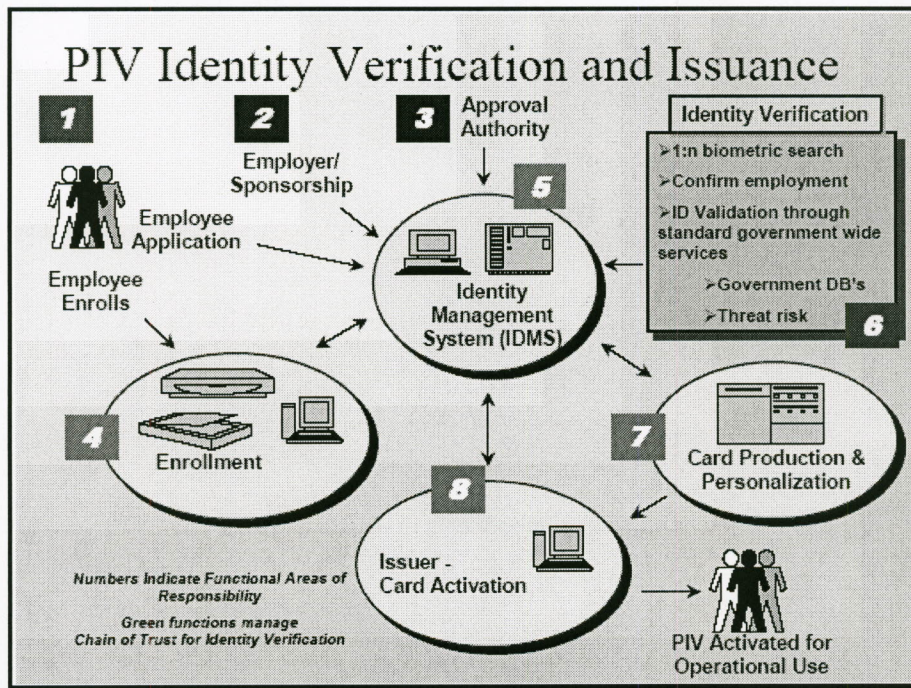


Figure A-1, FIPS 201, Appendix A

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

**Step 1:**

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFNMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the



52.233-1	JUL 2002	DISPUTES – (ALT I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD – (ALT I) (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-1	APR 1984	SITE VISIT
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION.
52.237-3	JAN 1991	CONTINUITY OF SERVICES.
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS.
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS.
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS.
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY.
52.243-2	AUG 1987	CHANGES - COST-REIMBURSEMENT. – (ALT II) (APR 1984)
52.244-2	JUN 2007	SUBCONTRACTS (Insert: "TBD" in paragraphs (d) and (j))
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING.
52.244-6	DEC 2008	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	JUN 2007	GOVERNMENT PROPERTY.
52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS.

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

CLAUSE NO.	DATE	TITLE
1852.209-72	DEC 1988	COMPOSITION OF THE CONTRACTOR
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-75	MAY 1999	SMALL BUSINESS SUBCONTRACTING REPORTING
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.223-74	MAR 1996	DRUG-AND ALCOHOL-FREE WORKFORCE.
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE – LICENSING
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES.
1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.243-71	MAR 1997	SHARED SAVINGS.



		VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS.
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	NOV 2007	SERVICE CONTRACT ACT OF 1965.
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA - Alternate I (JUL 1995)
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (ALT I) (AUG 2003), (ALT II) (AUG 2003)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.223-15	DEC 2007	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS
52.225-1	JUN 2003	BUY AMERICAN ACT - SUPPLIES
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES.
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT.
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-11	DEC 2007	PATENT RIGHTS OWNERSHIP BY THE CONTRACTOR (SHORT FORM) (AS MODIFIED BY NFS 1852.227-11, PATENT RIGHTS RETENTION BY THE CONTRACTOR -- (SHORT FORM))
52.227-14	DEC 2007	RIGHTS IN DATA – GENERAL (ALT I)(DEC 2007)(ALT II) (DEC 2007) (ALT III) (DEC 2007)(AS MODIFIED BY NFS 1852.227-14, RIGHTS IN DATA – GENERAL)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA—SPECIAL WORKS; as amended by NFS 1852.227-17.
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL). <b>To Be Completed by Offeror:</b> Page numbers: _____ N/A _____ and Proposal Date: <u>March 16, 2009</u>
52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS.
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-6	MAR 2008	ADMINISTRATION OF COST ACCOUNTING STANDARDS.
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS.
52.232-25	OCT 2003	PROMPT PAYMENT, Alternate I (FEB 2002).
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION. (Insert: "submission of completed ACH form with proposal" in paragraph (b)(1))



52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES.
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY.
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS.
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT (insert "30th" in paragraph (a) (3))
52.216-10	MAR 1997	INCENTIVE FEE (Insert "30", "50", "10", "0" in paragraph (e)(1))
52.216-18	OCT 1995	ORDERING (Insert "DATE OF CONTRACT AWARD" through "CONTRACT PERIOD OF PERFORMANCE SPECIFIED IN CLAUSE F.2" in paragraph (a))
52.216-19	OCT 1995	ORDER LIMITATIONS (Insert "\$1,000", "\$45M", "\$45M", "30 DAYS", and "5 DAYS" in paragraphs (a), (b)(1), (b)(2), (b)(3) and (d), respectively)
52.216-22	OCT 1995	INDEFINITE QUANTITY (Insert "1 YEAR FROM THE END DATE OF THE ORDERING PERIOD OF THE CONTRACT" in paragraph (d))
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES; Insert "30 days" at end of paragraph
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT (Insert "15 days" and "30 days" in paragraph (a). Insert "5 years" in paragraph (c))
52.219-4	JUL 2005	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS <b>To Be Completed by Offeror:</b> <input checked="" type="checkbox"/> Offeror elects to waive the evaluation preference" in paragraph (c)
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	APR 2008	SMALL BUSINESS SUBCONTRACTING PLAN (ALT II)(OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
52.219-23	OCT 2008	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS Insert "10 percent" in paragraph (b)(1) <b>To Be Completed by Offeror:</b> <input checked="" type="checkbox"/> Offeror elects to waive the adjustment" in paragraph (c)
52.219-25	OCT 1999	SMALL DISADVANTAGED BUSINESS PARTICIPATING PROGRAM – DISADVANTAGED STATUS AND REPORTING
52.219-28	JUN 2007	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES.
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS (Insert: "\$0" in paragraph (a))
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS,



**SECTION I – CONTRACT CLAUSES****I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

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

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

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

(END OF CLAUSE)

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

CLAUSE NO.	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.
52.203-13	DEC 2008	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT.
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)
52.203-15	MAR 2009	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
52.204-2	AUG 1996	SECURITY REQUIREMENTS.
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER.
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION.
52.204-11	MAR 2009	AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT.
52.211-5	AUG 2000	MATERIAL REQUIREMENTS
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	MAR 2009	AUDIT AND RECORDS – NEGOTIATION (ALT I) (MAR 2009)
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT.
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS



(c) The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

(END OF CLAUSE)

[END OF SECTION]

(c) If the prime offeror is an SDB the target for the work it intends to perform as a prime Contractor is as follows:

<u>Subsectors</u>	<u>Dollars</u>	<u>Percent of IDIQ Maximum Ordering Value</u>
N/A	N/A	N/A

(END OF CLAUSE)

**H.15 CONTRACTOR PURCHASING**

The contract Statement of Work (SOW) describes the work to be performed. The contractor may be required to carry out limited purchasing functions in performing this SOW. These purchasing activities should promote competition to the maximum extent possible and promote best value purchases; however, these purchasing functions are limited to necessary and incidental items tied directly to contract performance. As such, the contractor is prohibited from purchasing items for direct use by the government as these items should be procured by the Government. The contractor shall not perform purchasing functions or act in any other way as an agent for the government. Examples of prohibited purchases that are typical for most support service contracts include the purchase, for government use, of the following: office supplies, hardware, personal computers and other peripheral devices and related supplies, vehicles, personal and convenience items. Other examples of prohibited purchases include: pass-through purchases unrelated to the overall scope of the contract (i.e. non- contract related ODC's), and directed subcontracts without appropriate justification and approval (see NFS 1806.303-170),

The Contractor shall not be entitled to payment or reimbursement for any purchase that is not incidental to the direct performance of the specific work they have agreed to perform under the Contract. Furthermore, the Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever not incurred in or incidental to direct performance of the contract SOW.

(END OF CLAUSE)

**H.16 NON-PERSONAL SERVICES**

(a) As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, Inherently Governmental Functions, no personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

(b) The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.



organization, and return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for contract performance.

(3) Notwithstanding (2) above, the Contractor shall not be restricted in the use and disclosure of any data that becomes generally available without breach of this clause by this Contractor, is known to or is developed by the Contractor independently of any disclosure of proprietary, restricted, or confidential data hereunder, or is rightfully received by the Contractor from a third party without restriction.

(c) Data first produced.

Data first produced by the Contractor under this contract may include data for which the Government wants to control the use and dissemination. The Contracting Officer may require, or this contract may presently specify, that the Contractor apply restrictive legends to such identified data prior to delivery to the Government, or to third parties at the Government's direction, that restrict the use and disclosure of the data by any third party recipient. However, such restrictive legends shall in no way affect the Contractor's or the Government's rights to such data as provided in the "Rights in Data--General" clause of this contract.

(END OF CLAUSE)

**H.13 ARC 52.231-90 SEVERANCE PAY (JUN 2008)**

In conjunction with FAR 31.205-6(g), the severance pay cost shall not exceed 40 hours pay for each year of employment per employee up to a maximum of 80 hours per eligible employee. Severance cost eligibility computation for reimbursement shall also be limited to only the period of employment on the service contract at Ames Research Center. In no event shall the Government reimburse the Contractor for severance cost for employees who voluntarily accept employment in place with the succeeding contractor within ninety (90) days after completion of the current contract.

(END OF CLAUSE)

**H.14 SMALL DISADVANTAGED BUSINESS PARTICIPATION – CONTRACT TARGETS (OFFEROR FILL IN)**

(This clause applies to all Offerors including small disadvantaged businesses (SDB).)

(a) FAR 19.1202-4(a) requires that SDB subcontracting targets be incorporated in the Contract. Targets for this contract are as follows:

\*NAICS Industry

<u>Subsectors</u>	<u>Dollar Target</u>	<u>Percent of IDIQ Maximum Ordering Value</u>
541712	B-4	
541210		
Total:		

\*North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce as being underrepresented in accordance with FAR 19.201(b)

(b) FAR 19.1202-4(b) requires that SDB concerns that are specifically identified by the Offeror be listed in the contract when the extent of the identification of such subcontractors was evaluated as part of the subfactor on Small Business Utilization. SDB concerns (subcontractors) specifically identified by the offeror are as follows:

Name of Concern(s): Sierra Lobo, Inc. and Quallis Corporation

The Contractor shall notify the Contracting Officer of any substitutions of the firms listed if the replacement contractor is not an SDB concern.



**H.10 INCORPORATION OF THE CONTRACTOR'S PROPOSAL**

The Contractor's Mission Suitability and Cost volumes of its proposal including revision(s), submitted in response to the solicitation entitled "Aerospace Testing and Facilities Operations and Maintenance (ATOM)" are hereby incorporated into this contract by reference.

(END OF CLAUSE)

**H.11 ARC 52.227-93 MANAGEMENT AND PROTECTION OF DATA (JUL 1988)**

(a) In the performance of this contract it is anticipated that the Contractor may have access to, be furnished, use, or generate the following types of data (recorded information):

- (1) data submitted to the Government with limited rights or restricted rights notices;
- (2) data of third parties which the Government has agreed to handle under protective arrangements; and
- (3) data generated by or on behalf of the Government which the Government intends to control the use and dissemination thereof.

(b) In order to provide management appropriate for protecting the interests of the Government and other owners of such data, the Contractor agrees with respect to data in category (a)(1) above, and with respect to any data in categories (a)(2) and (a)(3) when so identified by the Contracting Officer, to:

- (1) use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this contract;
- (2) not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the contract or by the Contracting Officer;
- (3) refrain from disclosing the data to third parties without the written consent of the Contracting Officer; and
- (4) return or deliver the data including all copies thereof to the Contracting Officer or his designated recipient when requested by the Contracting Officer.

(END OF CLAUSE)

**H.12 ARC 52.227-96 HANDLING OF DATA (JUN 1989)**

(a) Paragraph (d)(1) of the "Rights in Data--General" clause of this contract permits the Government to restrict the Contractor's right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of the contract provided such restriction is expressly set forth in the contract. Pursuant to this authority, the following restrictions shall apply to such data and shall be included, in substance, in all subcontracts:

(b) Data specifically used.

(1) In the performance of this contract, it is anticipated the Contractor may have access, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data or computer software) of third parties which the Government has agreed to handle under protective arrangements, as well as such Government data for which the Government intends to control the use and dissemination.

(2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or Government data that is either marked with a restrictive legend or specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, preclude disclosure of such data outside the Contractor's



for initial training/orientation, which will involve approximately 10% of the employee's (full) time. The executive management at Ames Research Center strongly encourages contractor participation on DART, which needs all of our support, as it has proven to be a valuable element of the Center's Emergency Service Program.

(END OF CLAUSE)

**H.7 ARC 52.227-97 SUBCONTRACTING AND DATA RIGHTS (OCT 2006) ALTERNATE I (OCT 2006)**

(a) It is strongly recommended that the Contractor flow down the data rights provisions of this contract to lower tier subcontractors to ensure that it can fulfill its data rights obligations to the Government. See Clause FAR 52.227-14(h), *Rights in Data—General*. The Contractor shall be held responsible to obtain rights for the Government where it fails to fulfill such obligations.

(b) Pursuant to Clause FAR 52.227-14(c)(2), the Contractor must obtain Contracting Officer approval before incorporating any data not first produced under the Contract into data delivered under the contract. Before delivering such data, the Contractor must identify it and grant the Government, or acquire on its behalf, the broad licenses required by subparagraph (c) of the *Rights in Data—General* clause.

(c) The Contractor shall make the representation required by FAR 52.227-15 for each contract task order. On a case-by-case basis, the Government will insert the purposes, rights or limitations under which the Government can use Limited Rights Data and Restricted Rights Software into the alternate clauses II and III of FAR 52.227-14.

(END OF CLAUSE)

**H.8 ARC 52.227-98 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (OCT 2004)**

NASA shall have unlimited rights in information incidental to contract administration including administrative and management information created by the Contractor and specified for delivery to NASA in performance of the contract, expressly excluding financial information. Specifically, NASA shall have the right to release such administrative and management information to any third party to satisfy NASA's requirements.

(END OF CLAUSE)

**H.9 PATENT RIGHTS**

The RFP includes the Patent Rights-Retention by the Contractor Clause (FAR 52.227-11), as modified by 1852.227-11 and 1852.227-70 New Technology. It is anticipated that the Contractor may have Contractor background inventions that could be applied to Contract requirements and incorporated into deliverables under the Contract. The Government may need rights to use such Contractor background inventions in order to practice technologies produced under this Contract in other Government contracts. Thus, Contracting Officer permission is required before Contractor background inventions may be included in Contract deliverables. To the extent a contractor background invention has been Federally funded, the Government will receive its government-purpose license rights to practice the background invention. Where there is no Federal funding of the background invention, the Contractor will identify to the Contracting Officer the rights that it proposes to grant the Government to use such invention in other Government contracts. The Government shall receive a government-purpose license to practice any contractor background invention where such Contracting Officer permission is not obtained prior to incorporating its background inventions into Contractor work.

(END OF CLAUSE)



- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(END OF CLAUSE)

#### **H.5 ARC 52.223-90 EMERGENCY PREPAREDNESS AND RESPONSE (SEP 2007)**

- (a) Contractors shall comply with Ames Procedural Requirements (APR) 1601.4, "Emergency Operations Plan."
- (b) Contractors doing business with ARC are also employers in their own right and, as such, are responsible for protecting their employees, the environment, and property from the effects of hazardous events. Contractors shall develop and maintain appropriate emergency response and recovery plans, facility shutdown/startup plans, standard operations procedures, and checklists for emergency response to their facilities and operations. Contractors shall ensure training and certification of their employees as required to support their emergency response and recovery plan. Contractors shall participate in ARC drills and/or exercises to validate adequacy of emergency response and recovery plans and to ensure contractor employees are trained on how to respond. During a disaster/emergency, the contractor's Project Manager or other line supervisor shall be prepared to provide personnel accountability and facility status information to the designated NASA Facility Manager or Emergency Operations Center (EOC) Representative.
- (c) Many contractor employees also serve as emergency response or mission essential resources with regards to performing certain emergency response and recovery functions associated with the overall NASA Ames Research Center and agency response. As such, their emergency response or mission essential roles for the Center and agency need to be identified prior to an emergency or disaster. These individuals must also be notified of their roles, trained in their roles and participate in any drills that serve to increase the Center's effectiveness in responding to and recovering from emergencies and disasters.
- (d) The contractor's obligation may include resolution of unusual or emergency situations, pursuant to FAR Part 18, "Emergency Acquisitions." The contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to emergencies. Obligations under this requirement shall only arise under prescribed circumstances that enable NASA to utilize "Emergency Acquisition Flexibilities," as defined at FAR 18.001. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the changes clause.

(END OF CLAUSE)

#### **H.6 ARC 52.223-91 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (APR 2004)**

- a. Contractor employees are eligible to participate in the Disaster Assistance and Rescue Team (DART) if approved in writing by the Contractor and appointed by the Government. If a Contractor approves of an employee's participation, the contractor agrees to modify the employee's position description to include participation in DART, and to provide additional indemnification (e.g., worker's compensation insurance, general liability, etc.) as may be necessary to protect its employee and/or the Government while the employee is participating in the program.
- b. DART Definition. This team is comprised of civil service, contractor, Ames Associate, resident agent, and military personnel that work at Ames Research Center, the NASA Research Park, and Moffett Federal Airfield. The team composition includes, but is not limited to, scientists, engineers, wind tunnel mechanics, aircraft mechanics, facility maintenance personnel, computer specialists, industrial hygienists, safety professionals, heavy equipment operators, administrative personnel, managers, procurement officials, and data specialists. DART is an umbrella organization that has ten functional groups. The groups are Search, Rescue, Hazardous Materials Response, Damage and Utility Control, Structural Assessment, Emergency Communications, Medical, Logistics, Technical Support, and Emergency Operations Center as well as the Emergency Communications Facility. Typically, participation will involve approximately 5% of the employee's (full) time, except



(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.

Key Position	Key Person
<p>b-4      b-6</p>	

(END OF CLAUSE)

**H.4 NFS 1852.216-80 TASK ORDER 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 15 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
  - (1) Date of the order.
  - (2) Contract number and order number.
  - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
  - (4) Performance standards, and where appropriate, quality assurance standards.
  - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
  - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
  - (7) Delivery/performance schedule including start and end dates.
  - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.



- (2) The Contractor must educate its employees, through formal training, not to divulge Government Sensitive Data or third-party proprietary data, trade secrets, confidential information, or restricted data of companies received in connection with the performance of work under this Contract. The Contractor shall provide a plan to implement this training for the approval of the Contracting Officer.
- (3) The Contractor shall obtain from all employees having access to Government Sensitive Data or third-party proprietary data under this Contract a written agreement which shall prohibit those employees, during the term of their employment and thereafter, from disclosing to others or using for their own behalf, such data received in connection with the performance of work under this Contract, and from retaining a copy of such data after termination of their employment under this Contract.
- (f) The term "Contractor" as used in this clause shall include (i) the corporate or other entity executing this Contract with the Government; (ii) such entity's parent, subsidiary, affiliate, or successor entities to the extent that the parent, subsidiary, affiliate, or successor entity has responsibility for the performance of work under this Contract; and (iii) the Contractor's subcontractors that (A) operate the Aerospace facilities as delineated in the Statement of Work of this contract or (B) handle, receive, reduce, interpret, or transmit data obtained, used, or produced in conjunction with research programs in these Aerospace facilities.
- (g) The term "Contract" as used in this clause shall include options, extensions, and any successor contracts performed or to be performed by the Contractor without any other contractor intervening.
- (h) The term "Data" as used in this clause, means recorded information, regardless of form or media on which it may be recorded. The term includes technical data and computer software. The term further includes Government Sensitive Data or third-party proprietary data including proprietary data, trade secret information, data protected by the Privacy Act of 1974 (5 U.S.C. 552a) and other confidential or privileged technical, business or financial data.
- (i) The term "Government Sensitive Data" as used in this clause means data for which the disclosure or use is controlled by U.S. Statute or implementing published federal regulations or NASA policy and, where so identified, includes data first produced by the Contractor.
- (j) The Contractor's Organizational Conflicts of Interest Avoidance Plan is incorporated by reference into this contract (see Attachment J.1(a)6). This Plan addresses Organizational Conflicts of Interest at the contract level. Each individual task order will state if additional Organizational Conflicts of Interest requirements exist and, if so, an additional Organizational Conflicts of Interest Avoidance Plan may be required by the Contracting Officer to address potential conflicts of interest prior to authorization of that task order.
- (k) **The Contractor shall include paragraphs (a) through (j) of this clause in every subcontract.** The Contractor shall be responsible for ensuring compliance with all of the provisions of this clause by each of its subcontractors.

(END OF CLAUSE)

### H.3 NFS 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

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



awardee to Government-sensitive or third party proprietary data creates a potential organizational conflict of interest. Further, for Space Technology Division projects, in contrast to Aerospace facility work, contractor involvement relates only to Thermal Protection Material and Thermal Protection System work, which constitutes the design and testing heat shields for atmospheric reentry. For this latter work, only contractors who develop or test Thermal Protection-related components for space vehicles would create a potential conflict of interest.

(c) To avoid, neutralize, or mitigate the potential organizational conflict of interest, the following restrictions upon future contracting shall apply:

(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) The Contractor shall not, during the performance of the contract and for a period of three years following completion of performance thereof engage in the following activities:

(i) Design, develop, or produce aircraft, airframes, aircraft engines, advanced aerospace vehicles, or Thermal Protection Materials and Thermal Protection Systems such as heat shields for atmospheric reentry; or

(ii) Participate in competitions, as either a prime proposer or a proposed subcontractor, based upon data obtained because of the Contractor's access to, and support of, the ATOM technical requirements, or participate in competitions, as either a prime proposer or a proposed subcontractor, where the Contractor participated in defining requirements of the competition as a result of supporting the ATOM technical requirements.

(d) If, in the performance of work under this Contract, the Contractor has access to Government Sensitive Data or third-party proprietary data, the Contractor shall protect such data from unauthorized use or disclosure so long as it remains proprietary. In addition, the Contractor shall not be permitted to use such data other than in performance under this Contract, unless:

(1) It receives the explicit written permission of the owner of such data and the Contracting Officer; or

(2) Such data has been released or otherwise made available to the public by the Government or the owner of the third party proprietary data.

In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Contract, it shall treat such information in accordance with any use or dissemination restrictions imposed on such information.

Further, the Contractor shall not submit an unsolicited proposal to the Government which is based on such data until one year after such data is released or otherwise made available to the public; further, any unsolicited proposal submitted pursuant to this provision shall identify any relationship to work produced under this contract and any proposed use of such data.

(e) Additionally:

(1) If, in the performance of work under this Contract, the Contractor enters into a separate agreement with a company for the protection of Government Sensitive Data or third-party proprietary data, the Contractor shall furnish a copy of that agreement to the Contracting Officer.



## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### H.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) -- SECTION H

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. 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 a clause may be accessed electronically at this/these address(es):

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

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

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

CLAUSE NO.	DATE	TITLE
None included by reference		

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

CLAUSE NO.	DATE	TITLE
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATING.
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY.
1852.225-70	FEB 2000	EXPORT LICENSES. ( <i>Insert</i> : "NASA Ames Research Center" in paragraph (b))
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS; Alternate II (OCT 2000)
1852.244-70	APR 1985	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM

(END OF CLAUSE)

### H.2 ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION OF FUTURE CONTRACTING

(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 directed to FAR Subpart 9.5 - Organizational Conflicts of Interest.

(b) The nature of this potential conflict is:

The NASA-ARC Aerospace facilities were constructed as a national aeronautical research resource to be utilized by private industry, universities, DoD, NASA and other Government agencies. Consequently, in these facilities, tests are conducted for private aircraft and airframe manufacturers, and aerospace vehicle designers and manufacturers. The contractor operating and maintaining these facilities will be responsible for all or major aspects of test operation from inception through post-test documentation of aircraft models and thermal protection materials that are tested in these facilities and, as a result, will have access to proprietary data developed by other firms. If the awardee or a subcontractor were an aerospace vehicle designer or manufacturer, other aerospace vehicle manufacturers might cease to use NASA-ARC expertise and facilities. This would negate the purpose of our laboratories and facilities as a national resource. Access by the



payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(iii) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional performance incentive fee may be discontinued, or reduced in amount, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(5) After 85 percent of the potential performance incentive fee has been paid, the Contracting Officer may direct withholding of further payment of performance incentive fee until a reserve is set aside in an amount that the Contracting Officer determines necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total maximum performance incentive fee or \$100,000, whichever is less.

(END OF CLAUSE)

[END OF SECTION]



The plan may be revised by contract modification to negotiate new focus areas (Section 3.0 of the Surveillance and Incentive Fee Plan).

(d) Cost Incentive Fee:

(1) The Contractor may earn cost incentive fee from a minimum of zero dollars to the maximum stated in the issued CTOs under this contract. The target cost incentive fee, and maximum cost incentive fee rates applicable to this contract are set forth in Clause B.6. The Target Incentive Fee for Cost will be 50% of the Maximum Cost Incentive Fee portion for the CTO. Unless otherwise negotiated, only CTOs for on-site labor services (and their related other direct costs including management and overhead will be eligible to earn cost performance based incentive fee). CTOs for equipment, materials, and subcontracts (CLIN 03) not identified as Major Subcontractors, shall not be eligible to earn cost incentive fee unless mutually negotiated.

(2) This clause is only applicable to the cost incentive fee pool of the contract and not the performance incentive fee pool. The supplemental definitions of target cost and actual cost provided in this Clause are in addition to, and take precedence over, the definitions provided in FAR Clause 52.216-10. (See paragraph (e) (5) of FAR Clause 52.216-10.)

(3) The share ratio for target cost underruns is shown in Clause B.6. The share ratio for target cost overruns is shown in Clause B.6.

(4) The Contractor must earn at least 85 percent of the performance incentive fee to earn any cost incentive fee above the target cost incentive fee (for underruns).

(5) The cost incentive fee will be determined as described in Attachment J.1(a)12.

(e) Performance Incentive Fee:

(1) The Contractor may earn performance incentive fee from a minimum of zero dollars to the maximum stated in the issued CTOs under this contract. There is no Target Incentive Fee for Performance. Performance incentive fee will be based on the Maximum Incentive Fee. The Contractor may earn levels of performance incentive fee as described in Appendix A of Attachment J.1(a)12, Surveillance and Incentive Fee Plan of this contract.

(2) The Contractor's performance will be evaluated as described in Attachment J.1(a)12, Surveillance and Incentive Fee Plan of this contract. Performance incentive fee that is not earned cannot be reallocated to future evaluation periods.

(3) The Government will advise the Contractor in writing of the performance evaluation results and the amount of performance incentive fee earned. The NASA Shared Service Center (NSSC) payment office will make payment based on issuance of unilateral modification by contracting officer.

(4) Provisional Performance Incentive Fee Payments:

(i) Provisional performance incentive fee payments, pending the determination of the amount of performance incentive fee earned, will be paid to the Contractor on a monthly basis. The total amount of performance incentive fee available for provisional payment will be the lesser of 75 percent of the maximum performance incentive fee pool or the prior performance incentive fee evaluation score.

(ii) Provisional performance incentive fee payments will be superseded by the final performance incentive fee evaluation score. If provisional payments exceed that determined through the final evaluation, the Contractor will either credit the next



**G.9 NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES (DEVIATION) (SEP 2007)**

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator and Industrial Property Officer (IPO), prior to making the change whenever the change --

- (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
- (2) Alters physical inventory timing or procedures;
- (3) Alters recordkeeping practices;
- (4) Alters practices for recording the transport or delivery of Government property; or
- (5) Alters practices for disposition of Government property.

(b) The Contractor shall contact the IPO at:

NASA Ames Research Center  
Attn: Industrial Property Officer  
M/S 255-2  
Moffett Field, CA 94035-1000  
(650) 604-6882  
Maria-Elena.Lopez@nasa.gov

(END OF CLAUSE)

**G.10 INCENTIVE FEE PROCESS**

There will be separate pools for cost incentive fee and performance incentive fee that will be used to determine fee earned and paid to the contractor for performance of the contract. The Government expects that of the total fee proposed, **25** percent will be allocated to the cost incentive fee and **75** percent will be allocated to the performance incentive fee.

Both the cost and performance incentive fees will be evaluated, earned, and paid at the conclusion of CTOs. In accordance with NFS 1817.207-70 (b) (1), the Government will perform an analysis to determine whether exercise of the option is in the Government's best interest. Therefore, the evaluation of the cost and performance incentive fees will also be used in the determination to exercise options.

Provisional Performance Incentive Fee Payments are described in paragraph (e)(4) below.

(a) Contract Task Orders (CTOs) will be negotiated and issued to obtain, describe, and quantify the services required by NASA and also to establish incentives for the Contractor to potentially earn. Incentive fee for this contract can be earned and is used to reward the Contractor's cost control and performance. A minimum Performance Incentive Fee score of 85 is required in order to earn Cost Incentive Fee. Definitions for terms found in this section, Incentive Fee, can be found in the Federal Acquisition Regulation clause 52.216-10.

(b) Individual CTOs will set forth the total estimated cost and Maximum incentive fee structure, based on the information in clause B.6, Estimated Cost and Fees. The Target Incentive Fee for Cost will be 50% of the Maximum Cost Incentive fee portion for the CTO. The Maximum Incentive Fee Percentage shown in B.6, Estimated Cost and Fees shall serve as a Not-to-Exceed Percentage applicable to all CTOs issued under this contract.

(c) The Government shall evaluate the Contractor's performance at the conclusion of the CTO to determine the amount of incentive fee earned by the contractor during the period. The Contractor shall address their progress towards the metrics in Attachment J.1.(a)12, Surveillance and Incentive Fee Plan, in their Monthly Technical Progress Report and include the self-evaluation findings quarterly in their Monthly Progress Report as described in attachments J.1(a)2, Contract Data Requirements List, and J.1.(a)12, Surveillance and Incentive Fee Plan. These self-evaluations will be considered by the Government in its cost and performance fee evaluation in accordance with the Surveillance and Incentive Fee Plan.



contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

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

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

(END OF CLAUSE)

**G.8 NFS 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (DEVIATION) (SEP 2007)**

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, "Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques", and NASA Standard (NASA-STD) 6002, "Applying Data Matrix Identification Symbols on Aerospace Parts". This includes deliverable equipment listed in the schedule and other equipment when NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Property shall be marked in a location that will be human readable, without disassembly or movement of the property, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

- (1) Item Description.
- (2) Unique Identification Number (License Tag).
- (3) Unit Price.
- (4) An explanation of the data used to make the unique identification number.

(d) For items physically transferred under paragraph (a) the following additional data is required:

- (1) Date originally placed in service.
- (2) Item condition.
- (3) Date last serviced.

(e) The data required in paragraphs (c) and (d) shall be delivered to the NASA center receiving activity listed below:

NASA  
Ames Research Center  
M/S 255-23  
Moffett Field, CA 94035-1000

Mark For: M/S: 227-4, Ron Fong, COTR

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(END OF CLAUSE)



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:

UNITARY PLAN WIND TUNNELS (UPWT), ARCJET COMPLEX, HYPERVELOCITY FREE-FLIGHT FACILITY (HFFF), ELECTRIC ARC SHOCK TUBE (EAST), AND OTHER CENTER FACILITIES FOR PERFORMANCE OF THE REQUIREMENTS STATED IN THE STATEMENT OF WORK.

- (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)

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

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

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

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

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: [*Insert name and address of appropriate NASA Center office.*], unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

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



- 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 FAR 52.245-1.

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

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

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

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

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

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

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

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

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

(2) Office furniture.

(3) Property listed in J.1(a)(4), Aerospace Testing and Facilities Operations and Maintenance (ATOM) Government Supplied Equipment List

(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



(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(END OF CLAUSE)

**G.5 NFS 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY (DEVIATION) (SEP 2007)**

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement.

(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall--

- (i) Justify the need for the property;
- (ii) Provide the reasons why contractor-owned property cannot be used;
- (iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;
- (iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and
- (v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at 52.245-1, Government Property.

(END OF CLAUSE)

**G.6 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY. (DEVIATION) (SEP 2007) (ALT 1) (DEVIATION) (SEP 2007)**

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

NASA Procedural Requirements (NPRs)

- NPR 4100.1, *NASA Materials Inventory Management Manual*
- NPR 4200.1, *NASA Equipment Management Procedural Requirements*



Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights - Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(END OF CLAUSE)

**G.4 NFS 1852.242-70 TECHNICAL DIRECTION. (SEP 1993)**

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that -

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is -

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.



payment, subject to final audit.

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

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:[Insert the appropriate NASA or DCAA mailing office address for submission of cost vouchers]

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

- (i) Copy 1 NASA Contracting Officer
- (ii) Copy 2 Auditor
- (iii) Copy 3 Contractor
- (iv) Copy 4 Project management office.

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

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

NSSC – FMD Accounts Payable  
 Bldg. 1111, C. Road  
 Stennis Space Center, MS 39529  
 Fax: 866-209-5415  
 Email: [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov)

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

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

(END OF CLAUSE)

**G.3 NFS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (JUL 1997)**

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

TITLE	OFFICE CODE	ADDRESS (INCLUDING ZIP CODE)
New Technology Representative	VP	NASA Ames Research Center M/S 202A-3 Moffett Field, CA 94035-1000
Patent Representative	DL	NASA Ames Research Center M/S 202A-4 Moffett Field, CA 94035-1000

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology



## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) -- SECTION G

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. 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 a clause may be accessed electronically at this/these address(es):

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

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

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

CLAUSE NO.	DATE	TITLE
None included by reference		

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

CLAUSE NO.	DATE	TITLE
1852.227-70	MAY 2002	NEW TECHNOLOGY.
1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-76	OCT 1988	LIST OF GOVERNMENT FURNISHED PROPERTY (1 <sup>st</sup> sentence insert: "See Section J.1(a) 3, "GOVERNMENT PROPERTY LIST"; 2 <sup>nd</sup> sentence insert: "AMES Research Center, or as defined in each task order.")

(END OF CLAUSE)

### G.2 NFS 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NSSC – FMD Accounts Payable  
Bldg. 1111, C. Road  
Stennis Space Center, MS 39529

Fax: 866-209-5415

Email: [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov)

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



**F.3 PLACE OF PERFORMANCE**

The services to be performed under this contact shall be performed at the following location(s):  
Moffett Field, CA and at such other locations as may be directed by the Contracting Officer.

(END OF CLAUSE)

**F.4 DELIVERY SCHEDULE**

(a) The Contractor shall deliver the supplies and services as required by this contract and the individual task orders.

Unless specified otherwise, all items shall be delivered to:

NASA Ames Research Center  
Contract "TBD"  
Moffett Field, CA 94035-1000  
Attn: (Name of the Contracting Officer Technical Representative, Mail Stop TBD)

(c) All reports and documentation shall be mailed in accordance with Paragraph F.5, Delivery of Reports.

(END OF CLAUSE)

**F.5 DELIVERY OF REPORTS**

Unless otherwise specified, all reports shall be addressed to the recipients listed in Section J, Attachment J.1(a) 2, "Contract Data Requirements List." Reports specific to task orders will be specified in the individual task order.

(END OF CLAUSE)

**F.6. ARC 52.249-90 NOTICE OF DELAY (FEB 1997)**

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 45 days before the completion date specified in this contract, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the schedule for such period as is deemed advisable.

(END OF CLAUSE)

[END OF SECTION]



**SECTION F - DELIVERIES AND PERFORMANCE****F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) -- SECTION F**

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. 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 a clause may be accessed electronically at this/these address(es):

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

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

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

CLAUSE NO.	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER; (ALT 1) (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION

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

CLAUSE NO.	DATE	TITLE
None included by reference		

(END OF CLAUSE)

**F.2 PERIOD OF PERFORMANCE**

The performance period for issuing task orders under this contract is set forth below. Each individual task order will include its own period of performance.

**(a) PHASE-IN PERIOD**

The Phase-in Period of this contract shall be for 30 days beginning on the effective date of this contract.

**(b) BASE PERIOD**

The base period of performance of this contract shall be 23 months from the end of the Phase-In Period.

**(c) OPTION PERIOD 1**

If exercised, the period of performance of the first option of this contract shall be 12 months from the end of the Base Period.

**(d) OPTION PERIOD 2**

If exercised, the period of performance of the second option of this contract shall be 12 months from the end of Option Period 1.

**(e) OPTION PERIOD 3**

If exercised, the period of performance of the third option of this contract shall be 12 months from the end of Option Period 2.

(END OF CLAUSE)



**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) – SECTION E**

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. 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 a clause may be accessed electronically at this/these address(es):

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

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

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

CLAUSE NO.	DATE	TITLE
52.246-3	MAY 2001	INSPECTION OF SUPPLIES - COST-REIMBURSEMENT.
52.246-5	APR 1984	INSPECTION OF SERVICES - COST-REIMBURSEMENT

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

CLAUSE NO.	DATE	TITLE
None included by reference		

(END OF CLAUSE)

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

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in: an original and One (1) copy.

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

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(END OF CLAUSE)  
 [END OF SECTION]



**SECTION D - PACKAGING AND MARKING****D.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) – SECTION D**

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. 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 a clause may be accessed electronically at this/these address(es):

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

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

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

CLAUSE NO.	DATE	TITLE
None included by reference		

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

CLAUSE NO.	DATE	TITLE
1852.211-70	SEP 2005	PACKAGING, HANDLING, AND TRANSPORTATION

(END OF CLAUSE)

[END OF SECTION]



## C.5.0 ABBREVIATIONS AND ACRONYMS

AJAS	Arc Jet Air System
ARC	Ames Research Center
AVGR	Ames Vertical Gun range
BalCal	Balance Calibration Laboratory
BISF	Blade Inspection/Storage Facility
CBM	Condition Based Maintenance
CMAR	Contractor's Monthly Accident Report
CMMS	Computerized Maintenance Management System
CO	Contracting Officer
COTR	Contracting Officer's Technical Representative
CPIF/AF	Cost-Plus-Incentive-Fee/Award-Fee
CTO	Contract Task Order
DoD	Department of Defense
EAST	Electric Arc Shock Tube Facility
EPA	Environmental Protection Agency
FAR	Federal Acquisition Regulation
GFP	Government Furnished Property
HBCU/MI	Historically Black College or University/Minority Institution
HFFF	Hypervelocity Free-Flight Facility
HPADS	High Pressure Air Distribution System
IAA	Inter-agency Agreement
IST	Integrated Systems Tests
IWTF	Industrial Wastewater Treatment Facility
MUA	Make-Up Air
NASA	National Aeronautics and Space Administration
NSSC	NASA Shared Services Center
NEMS	NASA Equipment Management System
O&M	Operation and Maintenance
ODIN	Outsourcing Desktop Initiative for NASA
OSHA	Occupational Safety and Health Administration
PM	Preventive Maintenance
PT&I	Predictive Testing and Inspection
PSCL	Propulsion Simulator Calibration Laboratory
PWT	Pressure Wind Tunnel
RCM	Reliability Centered Maintenance
SAA	Space Act Agreement
SDS	Standard Data System
SOP	Standard Operating Procedure
SOW	Statement of Work
SEMA	Safety, Environmental, and Mission Assurance
SASF	Sting Assembly and Storage Area
SVS	Steam Vacuum System
SWT	Supersonic Wind Tunnel
TRR	Test Readiness Review
TWT	Transonic Wind Tunnel
UPWT	Unitary Plan Wind Tunnel
VPP	Voluntary Protection Program

[END OF SECTION]



## **C.4.2 Phase-Out**

The Contractor shall submit a Phase-Out Plan as required in Report Number 13 of Attachment J.1(a)2, Contract Data Requirements List. The Contractor is responsible for the orderly transfer of duties and records, including complete equipment, systems, and facility logs, to the incoming Contractor or NASA, if there is no successor contract. This shall be accomplished in an expeditious manner, consistent with the phase-in schedule, while precluding interruption of the scheduled operation of any of the facilities listed in the Statement of Work. During Phase-out, the Contractor shall have transferred all records and documentary material in an orderly manner and vacated all areas of Contractor responsibility, having left them in a clean, professional state and having completed the check-out process.



**C.3.3.3.6 Contract Reporting:**

The Contractor shall deliver all reports in accordance with Section J.1 (a) 2, Contract Data Requirements List, of this contract. These reports shall be current, accurate, and complete.

**C.3.3.3.7 Configuration Management:**

The Contractor shall administer and operate a Configuration Management system. Current processes are described in Configuration Management Procedures Document Number A027-9391-XB4.

This system identifies, tracks, audits, and provides change control for facility documents, such as: design drawings, as-built drawings, base-line design documents, operation and maintenance (O&M) manuals, standard operating procedures (SOPs), and other documentation.

**C.3.3.3.8 Facility Specific Systems Administration:**

The Contractor shall administer various business and mission specific IT computer systems to ensure availability when required. These systems include, but are not limited to data storage and application servers, and facility/data control systems. The Contractor shall perform these functions in accordance with approved IT security plans. Required activities include, but are not limited to:

- Installing, repairing, and maintaining hardware and software
- Installing hardware and software upgrades
- Providing technical support and resolve hardware and software problems
- Protecting the above systems from unauthorized intrusion by foreign systems, hackers, and viruses
- Performing system backups such that no critical information or test data are lost
- Managing facility specific intranets

**C.4.0 PHASE-IN/PHASE-OUT**

This section describes requirements to be fulfilled by the Contractor in order to transition into day-to-day operations after contract award and requirements for turning over operations at the completion of the contract as described in C.4.2.

**C.4.1 Phase-In**

The phase-in process shall be accomplished expeditiously and in a manner consistent with safe operation. The phase-in process shall preclude any interruption of the scheduled operation of facilities. The Contractor shall be responsible for providing a qualified staff with required certifications, or certifications in process, by the end of the phase-in period. The Contractor shall be responsible for working with NASA as described in this SOW. No later than the end of the phase-in period, the staff of the incoming Contractor shall be fully qualified and certified, or certification procedures begun, to accomplish the requirements of the contract and present a written Status Report to the COTR and Contracting Officer (CO)



In accordance with the CTO, the Contractor shall provide the following Administrative Services:

**C.3.3.3.1 Contract Task Order Administration:**

The Contractor shall respond to all Contract Task Orders (CTO) as required in Section H, Clause H.4 NFS 1852.216-80 Task Order Procedure and shall report Task Order financial and technical performance, as well as Conference-Related Financial Reporting, as required by Attachment J.1(a)2 Contract Data Requirements List Report Numbers 2 and 4, Monthly Financial Management Report (NF 533M) and Monthly Technical Progress Report, respectively. Contractor personnel may be required to travel for short periods of time to attend meetings, to participate in industry site visits, or to attend technical conferences.

**C.3.3.3.2 Resource Scheduling:**

Assist in the definition, implementation, operation and maintenance of a resource scheduling system for NASA and Contractor resources that are allocated for activities performed under this contract. This system will track the resources and assist in planning future allocation.

**C.3.3.3.3 Property Management:**

The Contractor shall ensure that consumables, equipment, tools, and parts required for testing, development, and maintenance and repairs are accounted for, available, and ready when needed.

The current Property Management process includes the "Property Manual (Doc. No. A027-9791-XB1), NASA Equipment Management System (NEMS); and Calibration Recall System.

The Contractor's Property Management shall provide, but not be limited to:

- A property control process that satisfies requirements of the NEMS
- A calibration recall process
- A tool checkout system
- A spare parts inventory system

**C.3.3.3.4 Procurement:**

The Contractor shall procure subcontract services, consumables, equipment, tools, and parts, such that they meet stated specifications and are available when required for contract performance.

- Comply with applicable Federal Acquisition Regulations (FAR) and applicable NASA FAR Supplement clauses
- Comply with contract clause requirements
- Meet or exceed Subcontracting Plan Goals

**C.3.3.3.5 Safety and Environmental Compliance:**

The Contractor shall ensure compliance with applicable safety and environmental regulations for all performance under this contract.

- All personnel are appropriately trained in procedures, policies, and practices in accordance with current NASA, ARC, OSHA, EPA, and other applicable federal, state, and local regulatory agency standards
- All operators of equipment that are required to be licensed and/or certified have current licenses/certifications
- Participate with NASA in safety inspections and safety awareness training in accordance with Ames Safety Accountability Program



In accordance with CTOs, the Contractor shall:

**C.3.3.2.1 *Ensure that Test and Support Facilities are operationally ready.***

- Make efficient use of Maintenance and Repair shutdowns
- Perform Maintenance and Repairs to avoid unscheduled facility shutdowns
- Respond to unforeseen events/emergencies to restore facilities to operational status
- Identify and communicate to NASA the root cause(s) for facility failures

**C.3.3.2.2 *Develop Long Term Maintenance, Calibration, and Repair Plans.***

- Perform Condition based analysis and studies
- Develop RCM based Long term Maintenance, Calibration, and Repair Program strategy
- Develop, maintain, and communicate to NASA a prioritized list of repair needs with justifications
- Develop schedules for calibration of instrumentation

**C.3.3.2.3 *Implement a RCM-based Maintenance and Repair Program.***

- Implement improved Maintenance techniques
- Implement notification schedules for instrumentation calibration
- Design, install and operate Diagnostic Maintenance Systems
- Update CMMS maintenance procedures
- Train personnel on maintenance techniques and procedures

**C.3.3.2.4 *Complete Maintenance, Calibration, and Repair Work.***

- Operate CMMS to schedule maintenance work
- Coordinate and schedule maintenance and repair work to be performed by others
- Perform maintenance, calibration, and repair work to standards
- Check out systems prior to reactivation
- Perform maintenance, calibration, and repair work in accordance with safety, environmental, and other applicable regulations

**C.3.3.2.5 *Document Maintenance, Calibration, and Repair work.***

- Maintain accurate and up-to-date CMMS history
- Maintain accurate and up-to-date field-located log books
- Update facility configuration changes per established procedures

**C.3.3.3 Administration**

The goal of Administration is to ensure that the following services are effectively managed and implemented to support all activities covered in this Statement of Work. These services include, but are not limited to: Resource Scheduling, Property Management, Procurement, Safety, Environmental, and Mission Assurance, Contract Reporting, Configuration Management, and IT System Administration.

Contractors shall not incur or commit to any conference related expense resulting from NASA Direction without prior written approval of the cognizant CO or COTR. Contractor expenses for conferences that are not included in or necessary for the performance of a contract or task order, and are not incurred at NASA direction, are not subject to this approval.



In accordance with CTOs, the Contractor shall:

***C.3.3.1.1 Operate the Support Facilities to ensure that utilities or functionality is available to the aerospace facilities when needed.***

***C.3.3.1.2 Coordinate the demand for the utilities or functions with aerospace facility operational personnel and NASA management to ensure that utilities will be available to the aerospace facilities when needed.***

***C.3.3.1.3 Restore Support Facilities to operational status in the event of unforeseen circumstances or emergencies.***

***C.3.3.1.4 Ensure that no safety or environmental regulation violations occur during performance of this work.***

***C.3.3.1.5 Coordinate maintenance, repair, and calibration of the Support Facilities provided under Section C.3.3.2. to ensure that utilities or functionality will be available to the aerospace facilities when needed.***

### **C.3.3.2 Maintenance, Calibration, and Repair**

Maintenance, Calibration, and Repair activities ensure that the facilities covered under this contract are operationally ready when required. Calibration is considered to be part of maintenance services and is performed in accordance with NPD 8730.1, Metrology and Calibration, and APR 8730.1, reflecting ANSI Standard Z540.3-2006. Services under this section apply to facility systems, sub-systems, equipment and components. This includes structural, electrical, mechanical, and controls aspects of the facilities as well as data acquisition and reduction systems and computers.

Currently some maintenance and repair activities are performed by other ARC organizations. The Contractor shall request services from, and schedule with, these other organizations as required. The Contractor shall coordinate maintenance and repair work with these other organizations to avoid redundant facility shutdowns for maintenance purposes. These services include, but are not limited to the maintenance, calibration, and repair of precision tools, electro-mechanical protective devices, pressure relief/control devices, overhead cranes, rigging hardware, scale systems, and spare parts and tools that are kept in storage.

The Contractor is expected to perform maintenance and repair services on equipment according to the design specifications, manufacturer's recommendations, and relevant ARC manuals unless the Contracting Officer's Technical Representative (COTR) approves an alternate approach.

Specific maintenance-related information is contained in the SOP documents developed for each aerospace test and support facility (e.g. gun ranges). An example of these documents, for aerospace facility maintenance, is the Wind Tunnels Maintenance Manual (Doc. No. AO27-9391-XB5). As part of the continuing improvement of the maintenance and repair programs, the Contractor may propose a new Computerized Maintenance Management System (CMMS) or changes to existing procedures. Included in these documents are descriptions and specific requirements for the following:

- A CMMS is used to schedule and track facility maintenance and repair. The database currently used is the MAXIMO<sup>®</sup> Maintenance System by Project Software and Development, Inc. of Cambridge, Massachusetts.
- A Reliability Centered Maintenance (RCM) program including the following types:
  - Predictive Testing and Inspection (PT&I)
  - Condition Based Maintenance (CBM)
  - Preventive Maintenance (PM)
  - Corrective Maintenance (repairs and minor improvements)



### **C.3.2.2 Development Project Requirements**

In accordance with CTOs, the Contractor shall:

#### ***C.3.2.2.1 Complete Project Plans and Designs.***

- Develop Project Requirements Document with detailed cost estimate and schedule
- Produce Project Plan detailing work breakdown structure, resource requirements and their allocation
- Complete Studies, Conceptual Design, Design Reviews, and Final Design in accordance with Configuration Management procedures
- Complete Safety, Environmental, and Mission Assurance analysis

#### ***C.3.2.2.2 Complete the Project Implementation/Installation***

- Complete fabrication, software programming, assembly, and installation
- Complete required Quality Assurance / Quality Control activities ensuring documentation is in accordance with Configuration Management procedures
- Complete personnel training

#### ***C.3.2.2.3 Complete the Project Checkout.***

- Complete and document repairs and changes
- Ensure that project results are consistent with project requirements
- Plan and perform an integrated systems test and participate in final reviews necessary to qualify system readiness
- Develop project documentation and update facility information documents, including as-built drawings, in accordance with Configuration Management procedures
- Conduct closeout activities

### **C.3.3 General Services**

This section describes work that supports testing and development services, maintains the facilities at an operational status, and provides overall contract administration. Services include: Operation of Support Facilities, Maintenance and Repair, and Administration. Operation of Support Facilities includes services needed to provide utility support to the aerospace test facilities. Maintenance, Repair, and Calibration is performed to keep aerospace and support facilities and their subsystems operationally ready. Administration activities include a wide-range of management and logistical services that are required for the execution of this contract.

Unlike Testing and Development Services that may be performed by either NASA or the Contractor, General Services will be primarily provided by the Contractor.

#### **C.3.3.1 Operation of Support Facilities**

Operation of support facilities consists of the operation and management of utilities or other support functions required for testing in the aerospace facilities. These facilities are high-energy sources that have potential for serious hazards. Therefore, the Contractor shall adhere to existing and future safety programs and procedures.

Other support facilities are operated as test laboratories, are used for preparing for aerospace tests, or for the treatment of industrial waste water from the test facilities. These facilities perform various functions to allow the actual aerospace tests to be conducted.



The Planning and Design phase includes

- Development of a safe and high quality design that meets test/project, Customer, or facility requirements
- Performing studies, developing project plans, conceptual, preliminary, and final designs, and developing prototypes.
- Developing requirements documents, managing and participating in design reviews, and developing cost estimates for all stages of design.

The Implementation phase includes

- Procurement, fabrication, in-process inspections, assembly, and installation needed to satisfy the design requirements.
- Preparing and implementing design changes (if applicable), coordinating the review process, and documenting these changes

The checkout phase includes

- Ensuring that implementation is complete and requirements have been met including acquisition and/or reduction of data to validate the design (if applicable).
- Subsystem checks, final inspections, Integrated Systems Tests (IST), training, and documentation, and the planning of these activities.
- On occasion, checkout may require specialized expertise, e.g., ultrasonic testing, radiographic inspections, chemical engineering, materials engineering, aerodynamicist, etc.
- For complex projects checkout includes formal planning and implementation with adherence to formal, documented procedures
- For less complex projects, checkout consists of subsystem operational checks.

During all project phases, the schedule, cost, and project requirements are continually reviewed and adjusted. Therefore a high degree of communication is required at all times between NASA, the customer, and the Contractor.

Configuration management is crucial to project success. The configuration management process currently in use is defined in "Configuration Management Procedures Document Number AO27-9391-XB4" and the Thermophysics Facilities Configuration Management Plan.

### **C.3.2.1 Development Project Types**

Development Services will be used to complete Test/Diagnostic Techniques Development, Facility Development, Data Systems Development, Model/Test Apparatus Development projects.

Test/Diagnostic Techniques Development consists of developing, and supporting the ongoing evolution of new test methods for the research, development, and commercial community, such as developing and validating new instrumentation types, data collection concepts, and diagnostic techniques, flow visualization

Facility Development consists of facility enhancements to better meet customer needs.

Data Systems Development consists of design and implementation of hardware and software systems for new data acquisition and reduction capabilities that enhance testing.

Model/Test Apparatus Development consists of the design, fabrication oversight, and testing necessary for models and test apparatus development, such as mounting hardware, test platforms, and test specific auxiliary systems that meets customer requirements.



In accordance with CTOs the Contractor shall:

**C.3.1.4.1 *Transmit final data to customer per Customer Agreement***

**C.3.1.4.2 *Complete final Test Documentation, including documents describing modifications to facility made to support the test***

**C.3.1.4.3 *Document lessons learned, and propose changes to procedures***

**C.3.1.4.4 *Return facility to the base-line configuration***

- Remove instrumentation and return to inventory or customer
- Remove and return model-related hardware to inventory

**C.3.1.4.5 *Conduct test debriefing***

## **C.3.2 Development Services**

This section describes work that enhances NASA's ability to successfully carry out tests in a cost effective and safe manner. This work may be associated with specific tests or may be tied to overall improvement of Aerospace testing or a facility. Project types include:

- Test/Diagnostic Techniques Development
- Data Systems Development
- Facility Development
- Model/Test Apparatus Development

Test/Diagnostic Techniques and Data Systems development projects satisfy the need to acquire more data and more accurate data to meet changing research, development, and commercial requirements. Facility development projects are generally focused on improving the capabilities of the facilities. Model/Test Apparatus development projects are associated with test models and apparatus and typically support a testing program.

When NASA approves a project, NASA and Contractor management will agree on the lead responsibility. Either a NASA or Contractor Project Manager will then be assigned. The Project Manager is responsible for overall project success and will be expected to:

- Manage available resources, budget, and approve changes
- Facilitate completion of work performed by other disciplines
- Facilitate coordination between disciplines
- Facilitate resolution of problems
- Report to customer and NASA Management on status
- Oversee Safety Environmental, and Mission Assurance process including risk management
- Provide a single point of contact for project matters
- Facilitate system integration and testing activities

Like Testing Services, project teams will be assembled from Government and Contractor personnel from the relevant disciplines required to complete the project. In addition these teams may include other NASA contractors depending on the nature of the project.

Development projects consist of three phases: Planning and Design, Implementation, and Checkout.



**C.3.1.2.3 Conduct Test Readiness Review and Test Safety Review**

Close all action items resulting from reviews.

**C.3.1.2.4 Train test and facility personnel, as applicable, on model and facility hardware, software, and operations****C.3.1.3 Test Operations**

The main goal of Test Operations is to utilize the available facility time to safely and productively satisfy the customer's research, development, and commercial objectives. This phase begins after completion of end-to-end checkout of required model and facility systems and ends with completion of the last data run. During this phase the test team must continually balance the following competing factors: data quality and repeatability, model and other configuration changes, unforeseen problems, trouble shooting, and changes in run schedule and objectives. The test team continually optimizes the run schedule as the test evolves to maximize value from the available facility time. Additionally, facilities allow for concurrent test operations. The test team must coordinate with other test teams concerning use of the shared facility systems. Finally, the test team must also communicate the status of test operations to NASA management. Tests may be extended to recover lost facility time or changes in test objectives.

The Contractor is responsible for operating each facility, and its plants or auxiliary systems, as applicable, in accordance with Standard Operating Procedures (SOPs). The Contractor's Facility Operators and Shift Engineers shall be certified according to the organization's training and certification plan.

In accordance with CTOs the Contractor shall:

**C.3.1.3.1 Operate facilities and conduct test runs to meet customer test objectives**

- Complete monitoring checks necessary to assure model and facility systems remain functional and data is accurate
- Follow written plans and procedures for facility operation
- Achieve target test productivity, in balance with meeting test objectives

**C.3.1.3.2 Complete test operations safely****C.3.1.3.3 Complete and document repairs and changes to test related hardware and software****C.3.1.3.4 Collect and archive raw data and provide reduced data to customer during test operations****C.3.1.4 Post-Test Operations**

The main goals of Post-Test Operations are to deliver the final data set to the customer and restore the facility systems to their baseline configuration. An additional goal is to document lessons learned and recommendations from the test team. This phase begins after completion of the last data run and ends with the delivery of the data and the test debriefing of the customer and test team.



***C.3.1.1.2 Generate a Task and Resource Plan which outlines the approach to meeting the technical objectives throughout the test phases. The Task and Resource Plan requires Government approval. The Task and Resource Plan shall:***

- Include plans for calibration and checkout of instrumentation, programming and checkout of software, design, procurement, fabrication, assembly, and checkout of subsystems to meet customer requirements
- Include estimates for costs, labor, schedule, equipment and material by task
- Identify and address special matters pertaining to Safety, Environmental, and Mission Assurance, configuration management, maintenance, facilities integrity, and Injury Prevention Plan
- Identify and address known technical and cost risks associated with the Contractor's proposed approach and offer alternatives for consideration by NASA and the customer

### **C.3.1.2 Test Preparation**

The goal of Test Preparation is to bring all required systems and documents to a state of readiness for the agreed-upon test date. Test preparation begins with an approved Customer Agreement and includes all detailed preparation through the Test Readiness Review (TRR) and end-to-end check-out of test-related model and facility systems.

NASA and the customer must be kept updated on the test team's progress and will be involved in resolving issues. Since some evolution of requirements is unavoidable, the Customer and the test team will work to accommodate changes to the requirements. It is a joint responsibility of the Customer and the NASA/Contractor team to iterate on those requirements that either 1) were difficult to determine in the planning phase of the test or 2) prove difficult to achieve during test preparation. The objective of this iteration should be that test requirements are satisfied with the optimum balance between accuracy/scope and impacts to cost/schedule. During this phase, all parties will agree to revised requirements.

In accordance with CTOs the Contractor shall:

#### ***C.3.1.2.3 Complete all design and test documentation as defined in the Test Process Manual***

- Complete test plan, test safety analysis report, and quality assurance plan
- Complete an Instrumentation Test Plan
- Complete Software and Hardware Design Documents
- Complete Facility Design Documents
- Complete Data Systems User Guide
- Complete Model Controls Design Documents

#### ***C.3.1.2.2 Complete development, fabrication, installation and end-to-end functionality checks for all new or modified model and facility systems; including, but not limited to:***

- instrumentation
- data-acquisition and specialized model system software including test-dependent or user-supplied software
- data systems including user-supplied hardware
- model controls including user-supplied model controls
- model and associated mounting hardware
- facility modifications



NASA and Contractor management will agree on the lead responsibility for a given test. This will occur when a test is approved by NASA (with inputs from its Contractor). Either a NASA or Contractor Test Manager will then be assigned. The Test Manager is responsible for overall project success and will be expected to:

- Manage available resources, budget, and approve changes
- Oversee Safety, Environmental, and Mission Assurance process
- Facilitate completion of work performed by other disciplines
- Facilitate coordination between disciplines
- Facilitate resolution of problems
- Report to customer, Contractor and NASA Management on status
- Provide a single point of contact for test matters
- Facilitate system integration and testing activities

Specific requirements for the testing phases are as follows:

### **C.3.1.1 Test Planning**

- Preliminary Test Planning (feasibility, which facility, availability, test requirements)
- Commercialization Office InterAgency Agreement (IAA) or Space Act Agreement (SAA)
- Official Test Request from customer to NASA – holds test date(s)
- Customer submits test plan to NASA
- Test Readiness Review (TRR) minimum 2 weeks before test commences

The main goal of test planning is for NASA, the Customer, and the Contractor to agree on test requirements, schedule, and the responsibility for tasks and deliverables. Test planning begins after the test request has been approved by NASA management and ends when a Customer Agreement and an Inter-Agency Agreement or a Space Act Agreement, if applicable, are generated by the test team and are signed by the NASA test team and the Customer. The Customer Agreement is based on the Customer's technical requirements and indicates the agreed upon roles and responsibilities of the NASA test team and the Customer.

An additional goal of test planning is to develop tasks, schedules, milestones, and associated cost estimates for all work so that the test can be carried out effectively. This planning supports the subsequent test preparation, test operations, and post-test phases of the test, but does not include detailed implementation plans/designs/documents, which are developed during test preparation. This phase may include planning for model modifications, minor facility changes, and other engineering activities. Major facility changes or model development will typically be executed under Section C.3.2, Development Services.

Initially, the test team may consist of only the Test Manager and Customer representatives. As needed, technical leads from other disciplines will support the effort to develop the Customer Agreement.

In accordance with CTOs the Contractor shall:

#### **C.3.1.1.1 Prepare required agreements as described above.**

- Review and optimize customer requirements
- Conduct Initial Test Planning Meeting
- Define approach to meeting customer requirements necessary to meet the required objectives
- Obtain NASA and Customer approval



Development Services which include projects of the following types:

- Test/Diagnostic Techniques
- Facilities
- Data Systems
- Model/Test Apparatus

General Services which includes:

- Operation of Support Facilities
- Maintenance, Repairs, and Calibrations
- Administration

Within this Statement of Work, service descriptions include bulleted lists. Although not comprehensive, these lists describe some of the major activities within the service area.

A wide variety of skills will be required to successfully perform the services described in this Section. Further, NASA anticipates Contractor personnel will include, but are not limited to engineers and technicians of various disciplines, test and project managers, crafts-persons, managers, supervisors, and administrative support persons.

In order to meet NASA's objectives, the Contractor may, at times, be required to provide all or portions of these services twenty-four hours a day, including weekends and holidays. In addition, these services may be provided to other NASA facilities, installations, or other Government Agencies.

The Contractor shall follow applicable Federal, State, and Local Government and NASA standards, laws and regulations. For continuity and safety, the Contractor shall adhere to facility management procedures and Standard Operating Procedures (SOPs). NASA expects the Contractor to recommend changes to these facility procedures to improve safety and performance or reduce costs. However, NASA retains the right to approve changes in order to preserve and protect the facilities.

Many procedures and records that are used in performing the mission are regularly audited and certified by third-party organizations. OSHA'S Voluntary Protection Program (VPP) is an example of a third-party review that is currently performed. NASA expects the combined Government/Contractor organization supporting the ground-based facilities at ARC to continue to be certified during the life of this contract. The Contractor shall participate with the Government to upgrade and maintain required plans, procedures, and work instructions in order to maintain the organization's compliance with any third-party quality system and shall participate in any audits to maintain the quality system certification. Where the Contractor has primary responsibility for a functional or business area, the Contractor shall have primary responsibility for maintaining compliant documentation associated with that area.

### **C.3.1 Testing Services**

The goal of Aerospace testing at ARC is to safely meet the research, development, or commercial customer's requirements on time at the lowest possible cost. Therefore constant communication is required at all times between NASA, the customer, and the Contractor.

Testing services are comprised of the four phases of a test in ARC's facilities: Test Planning, Test Preparation, Test Operations, and Post-test Operations. The sections describing these phases include the goals, a general description of the process, and work requirements to successfully carry out a test. During these phases, the schedule, cost, test requirements, and data accuracy need to be continually reviewed and balanced.



## C.2.1 Obtaining Services

NASA will issue Contract Task Orders (CTOs) for the purpose of defining the services to be provided by the Contractor. NASA will provide schedules of tests and projects for each CTO period. During the process of defining each CTO, the roles and responsibilities of both NASA and the Contractor will be defined such that the work to be provided by the Contractor can be (1) assessed in accordance with the Surveillance and Incentive Fee Plan, Attachment J.1(a)12, and (2) will foster an environment conducive to mission success. The defined roles and responsibilities will ensure that the Contractor shall not perform inherently governmental functions.

A Contract Task Order (CTO) specific Organizational Conflicts of Interest (OCI) Avoidance Plan may be required.

Where appropriate, the Government will convey corporate knowledge of the facilities, participate in informal discussions, solicit feedback, and coordinate resources with the Contractor to ensure a successful completion of the requirement. However, due to the sensitive nature of operations, management information including operations costs, customers and their tests, pricing, etc. is not to be shared with other business units of the incumbent contractor performing similar work at other sites without prior coordination from ARC.

The test facility organizations will include the Contractor in open discussions in an effort to achieve the following objectives:

- Operating safely and in environmental compliance
- Producing quality products
- Accomplishing the mission within allocated budget
- Adhering to schedules
- Resolving issues expeditiously and fairly without excessive confrontation or litigation
- Developing trust and open communications
- Fostering continual improvement in all aspects of the contract

The Contractor shall participate with the Government to upgrade and maintain required plans, procedures, and work instructions in order to obtain and maintain third-party certification of the processes used to ensure quality to the customer.

This contract will in no way allow for personal services and is not intended to inhibit the ability of the Government nor the Contractor to manage its staff; however, there will be a mutual understanding that both parties are committed to a common goal of meeting the mission objectives.

## C.3.0 Requirements

The requirements of this contract are organized into three Performance Areas: Testing, Development, and General Services. These Performance Areas are further divided as follows:

### Testing Services:

- Test Planning
- Test Preparation
- Test Operations
- Post-test Operations



The Aerospace Testing Facilities supported by this contract include, but are not limited to:

Test Facilities

- Unitary Plan Wind Tunnels (UPWT)
- ArcJet Complex
- Hypervelocity Free-Flight Facility (HFFF)
- Anechoic Test Chamber/Acoustics Laboratory
- Electric Arc Shock Tube (EAST) Facility
- Ames Vertical Gun Range (AVGR)
- Sensor Development Laboratory

Support Facilities

- Steam Vacuum System (SVS)
- Arc Jet Air System (AJAS)/High Pressure Air Distribution System (HPADS)
- High Voltage Electrical Systems
- Blade Inspection/Storage Facility (BISF)
- Sting Assembly and Storage Area (SASF)
- Balance Calibration Laboratory (BalCal)
- Industrial Wastewater Treatment Facility (IWTF)

Anticipated Test Facilities

- Lunar Environment ArcJet Facility (LEAF)

## **C.2.0 Scope**

This Statement of Work describes the services required: to plan, prepare, and conduct tests, to plan and implement development projects, to operate, maintain, and repair the facilities, and the support required to administer the preceding. This Statement of Work does not define the quantity of work to be performed; however, this contract is structured so that the Contractor will be able to determine the required services. Contract Task Orders will be used to define the services or deliverables and their quantities to be provided by the Contractor.

Successful completion of the mission requires the combined effort of, and extensive interaction between, NASA and the Contractor. The work described in this Statement of Work will be accomplished by NASA, the Contractor, or shared by means of mixed Contractor/NASA test and project teams. The Contractor will be responsible for determining the type of skills and skill mix, and materials required to provide their portion of testing, development, and general services. The Contractor will also be responsible for managing its resources to achieve the desired outcomes. The Contractor shall ensure that its personnel are certified according to the organization's training and certification plan.

The services available under this contract can be provided to any customer as approved by the Contracting Officer if in the best interest of the Government. These services may also be provided to other facilities at Ames Research Center, or other installations if needed, in order to complete the mission. In general, however, the services provided under this contract will pertain to the facilities listed in Section C.1.2.



### **C.1.1 Mission Description and Objectives**

The ground-based, aerospace test facilities at ARC; which include wind tunnels and high-enthalpy, high-speed Arcjet facilities, support a vast variety and number of experiments. Researchers from ARC, other NASA Centers, other Federal agencies, and from the commercial community utilize these facilities for their testing programs. Virtually every commercially produced aircraft in the United States has been tested in these facilities. In addition, the Arcjet facilities have provided test data for many NASA spacecraft, including Shuttle and Constellation.

The mission of the facility operation organizations is to provide research, development, and commercial customers the use of the facilities and ensure that their test objectives are met. This mission goes beyond just conducting high quality test programs and operating facilities and includes the development of models, new data systems, and other test techniques. The long-range goal of these organizations is to continually improve the capability of these facilities to better meet customer needs.

Successful completion of the mission requires that services are provided safely and in compliance with environmental requirements. The need for safety in carrying out these services cannot be overemphasized. The testing facilities utilize high-energy sources that present potential risk to personnel and the facilities. The operating organizations maintain documented operations procedures to ensure that the facilities are operated safely and in compliance with environmental requirements.

The facility operation organizations are also committed to providing services in an economical manner. Facility testing is accomplished in an integrated team approach that includes membership from the customer as well as a mix of NASA employees and contract personnel. This allows the organizations to best utilize available resources. While this teaming approach is intended to be transparent to the customer, the distinct roles and responsibilities of NASA and the Contractor can be defined.

The NASA/Contractor team share common mission objectives. Together, NASA and contract personnel must collaborate to successfully conduct research, development, and commercial tests and to improve the testing capabilities at ARC. NASA is committed to provide the Contractor sufficient information and guidance to meet the mission objectives. The Contractor is committed to provide the professional services required for meeting mission objectives.

### **C.1.2 Facilities**

The facilities covered in this Statement of Work include wind tunnels, Arcjets, gas guns, shock tubes, laboratories, and support facilities at Ames Research Center. See Attachment J.1.(a) 11 for a description of these facilities. NASA operates these facilities solely on demand for research and development. The use of these facilities changes with the needs of the research community and industry. The types of facilities covered under this Statement of Work can be categorized as follows:

Test Facilities include, but are not limited to, test chambers, operating systems, drive systems, instrumentation, data acquisition systems, and model mounts. Support facilities are the auxiliaries, model preparation areas, and other support systems devoted to one or more facilities. In some cases, several smaller facilities share drive systems, other support systems, or are housed in a single complex or laboratory. Some facilities have been decommissioned if they are no longer needed or if they are no longer cost effective for the research customers. These facilities may require some minimal ongoing maintenance. Also there are no current plans to reactivate these facilities.



## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide the item or services specified in Section B in accordance with the following Statement of Work entitled *Aerospace Testing and Facilities Operations and Maintenance*:

### AEROSPACE TESTING AND FACILITIES OPERATIONS AND MAINTENANCE

## STATEMENT OF WORK

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### C.1.0 Introduction

This statement of work describes the requirement for contract services to be provided to the Exploration Technology and the Aeronautics Directorates at NASA Ames Research Center (ARC). The work to be performed includes testing and facility operation, development projects, operation of support facilities, performance of maintenance and repairs, and administration.

The purpose of this contract is to meet the mission objectives of the aerospace facilities to satisfy research, development, and commercial needs for programs that utilize the Ames testing facilities. The success of these activities at ARC depends on the successful completion of the work described herein.



**B.7 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$4,482,306.00. This allotment is for costs and covers the following estimated period of performance:

July 1, 2009 through October 31, 2009.

(b) An additional amount of \$252,996.00 is obligated under this contract for payment of fee.

SUMMARY OF CONTRACT FUNDING	FROM	BY	TO
Cost	\$0.00	\$4,482,306.00	\$4,482,306.00
Incentive Fee	\$0.00	\$252,996.00	\$252,996.00
Total Cost Plus Incentive Fee	\$0.00	\$4,735,302.00	\$4,735,302.00

(END OF CLAUSE)

**B.8 LIMITATIONS ON PERIOD OF PERFORMANCE**

The period of performance for issuing task orders under this contract is for two years from the effective date of the contract. This contract also includes three one-year options for additional ordering periods if exercised by the Government. Each individual task order will include its own period of performance.

(END OF CLAUSE)

[END OF SECTION]



(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(e) In rare circumstances, changes in task focus may require the addition of labor categories beyond the categories included in J.1(a)5. In these cases a request must be submitted by the contractor to the Contracting Officer, demonstrating the insufficiency of the existing labor categories, a description of the proposed labor category including the education and experience levels, proposed and ceiling labor rates, and a cross reference to other contracts that include the proposed labor categories. These additional labor categories, rates and descriptions will be negotiated on a case-by-case basis, and upon determination by the Government that they are fair and reasonable, will be incorporated by modification into Section B of the contract.

(END OF CLAUSE)

**B.6 ESTIMATED COST AND FEES**

Contract Task Orders (CTOs) for Contract Line Items 02 and 04-06 shall be issued on a cost plus incentive (cost and performance incentives) fee (CPIF) basis. Individual CTOs will set forth the total estimated cost, and Target and Maximum incentive fee structure based on the information shown below and in accordance with Attachment J.1(a)(12), Surveillance and Incentive Fee Plan.

The Target Incentive Fee Percentage, Minimum Incentive Fee Percentage, and Maximum Incentive Fee percentages shown below shall serve as Not-to-Exceed Percentages applicable to all CTOs issued under this contract in accordance with clause G.10, Incentive Fee Process, and Attachment J.1(a)(12), Surveillance and Incentive Fee Plan.

<b>FEE (see Attachment J.1(a)12 for specific descriptions)</b>	<b>NOT-TO-EXCEED PERCENTAGE</b>	
Minimum Incentive Fee	0%	
Target Incentive Fee	See G.10 (b) and (e)(1)	
Maximum Incentive Fee	9.0%	
<b>SHARE RATIO FOR DETERMINATION OF COST INCENTIVE FEE</b>		
<b><u>Situation</u></b>	<b><u>Government</u></b>	<b><u>Contractor</u></b>
Under-run (up to Maximum Fee)	60%	40%
Over-run (down-to Minimum Fee)	50%	50%

(END OF CLAUSE)



(c) The Government and Contractor agree that the target and maximum incentive fee percentage specified in Attachment J.1(a) 5 shall be used to calculate the target and maximum incentive fee dollars on all task orders issued in accordance with the "Task Ordering Procedure" clause of this contract. For task orders under this contract, the target and maximum incentive fee amount associated with the task order shall be the target and maximum incentive fee percentage applied and calculated on the total negotiated **estimated** cost of the task order.

(END OF CLAUSE)

#### **B.4 LIMITATION OF INDIRECT COSTS**

a. Within each of the Contractor's fiscal years, the Contractor shall not charge or be reimbursed by the Government, under this or any other Government contract, for indirect costs in excess of the individual indirect expense dollars derived by the application of the indirect cost ceiling rates to the appropriate base(s) as set forth in Attachment J.1(a) 5 entitled "Direct Labor Rates, Fringe Rates, Indirect Rates, Incentive Fee, and Ceiling Rate Matrices".

b. The limitations may be adjusted at the discretion of the Contracting Officer to the extent that increases to the Contractor's indirect costs are caused by:

(i) New or revised statutes and court decisions and/or written ruling or regulation by the Internal Revenue Service or any other taxing authority.

(ii) Wage determinations and/or regulations issued by the Department of Labor pursuant to the Service Contract Act of 1965, as amended.

c. A proposal for any adjustment under paragraph (b) must be in sufficient detail to establish that the cause of the amount of adjustment requested was solely due to the permitted conditions stated in the paragraph. It must be submitted no later than 60 days after the condition(s) become known, or should have become known, to the Contractor. The amount of adjustment, if any, is at the discretion of the Contracting Officer and shall not be subject to the Disputes clause.

(END OF CLAUSE)

#### **B.5 ESTIMATED COST INCREASES**

(a) The scope of the task, and any deliverables thereunder, shall be defined in sufficient detail for the Government and the contractor to distinguish between changes in scope and overrun. In the event the contractor is unable to complete the task within the hours set forth in the task order, additional hours under the task shall be considered non-fee bearing, unless the CO modifies the task to recognize additional or revised requirements.

(b) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, or any individual task order, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract or in the task order. Notification shall not be delayed pending preparation of a proposal.

(c) A proposal is required to support a request for an increase in the estimated cost of the contract or the task order. The proposal should be submitted as soon as possible after the above notification but no later than 90 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(d) (1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

Incurred costs to date  
 Projected cost to completion  
 Total cost at completion  
 Current negotiated estimated cost  
 Requested increase in estimated cost

(2) The "projected cost to completion" shall consist of the following "cost or pricing data" unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:



OPTION PERIOD 3				
06	Aerospace Testing and Facilities Operations and Maintenance set forth in Section F., paragraph F.2 (e); including the Contract Data Requirements List set forth in Attachment J.1.(a) 2	TBD	Task Orders	Based on Task Orders

(END OF CLAUSE)

**B.2 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT)**

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is **\$300,000 (Estimated Cost and Incentive Fee)**. The maximum amount of supplies or services that may be ordered during the effective period of this contract is **\$200,000,000 (Estimated Cost and Incentive Fee)**. **Contract Task Orders for Other Direct Costs will be negotiated on a cost only basis.** All orders placed under this contract will be applied to the minimum and maximum specified in this paragraph.

(b) The minimum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount stated in paragraph (a).

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (a).

(d) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

(e) The maximum amount may be adjusted unilaterally by the Government on an annual basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 10% of the original \$200,000,000 maximum amount.

(END OF CLAUSE)

**B.3 SUPPLEMENTAL TASK ORDERING PROCEDURES (COST REIMBURSEMENT)**

(a) When the Government issues a request for a "task plan" to the Contractor in accordance with the Clause entitled "Task Ordering Procedure" of this contract, the Contractor shall prepare its estimate of the labor hours, labor categories, indirect costs, and other direct costs required to perform the task order requirements. The Contractor shall use only those appropriate labor and indirect cost rates which may be less than, but shall not exceed, the rates found in Attachment J.1(a) 5 for all task orders issued in accordance with the "Task Ordering Procedure" clause of this contract. Notwithstanding the use of the rates set forth in Clause B.6 for estimating purposes, the Contractor will be reimbursed costs based on their current DCAA approved rates subject to audit by the Government. Indirect rates are subject to the ceiling limits set forth in Attachment J.1(a) 5, Direct Labor Rates, Fringe Rates, Indirect Rates, Incentive Fee, and Ceiling Rate Matrices.

(b) The Contractor's proposed approach/pricing of the representative tasks set forth in its proposal, if required, for award of this contract shall be used as reference by the Contracting Officer in negotiating tasks with the Contractor which are issued under this contract, but only to the extent portions of a representative task are relevant to portions of a task actually issued.



**PART I – THE SCHEDULE**

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 SUPPLIES/SERVICES TO BE PROVIDED**

(a) This is an Indefinite Delivery Indefinite Quantity (IDIQ), Cost Plus Incentive (Cost and Performance) Fee (CPIF) contract. The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specification/Work Statement set forth in Section C and as identified under individual task orders.

1. Item No.	2. Description	3. Qty	4. Unit	5. Cost
01*	Aerospace Testing and Facilities Operations and Maintenance for the Phase-In Period set forth in Section F., paragraph F.2 (a), in accordance with the Phase-In Plan.	1	Job	\$0.00
02	Aerospace Testing and Facilities Operations and Maintenance for the Base Period set forth in Section F., paragraph F.2 (b); including the Contract Data Requirements List set forth in Attachment J.1.(a) 2	TBD	Task Orders	Based on Task Orders
03**	Other Direct Costs in support of Aerospace Testing and Facilities Operations and Maintenance services task orders (Cost Only) for the contract Period of Performance (Base Period and Option Periods that are exercised)	TBD	Task Orders	Based on "Cost-Only" Task Orders

\*Line Item No. 01: At the time of award a Phase-In Task will be awarded.

\*\*Other Direct Costs for CLIN 03 consist of all Materials/Supplies, Travel, and Training, but do not include service contracts.

(b) **OPTION PERIODS:**

If Option Periods are exercised pursuant to Clause 52.217-9, "Option to Extend the Term of the Contract," the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specifications/Work Statement in Section C and as identified under individual task orders.

1. Item No.	2. Description	3. Qty	4. Unit	5. Cost
OPTION PERIOD 1				
04	Aerospace Testing and Facilities Operations and Maintenance set forth in Section F., paragraph F.2 (c); including the Contract Data Requirements List set forth in Attachment J.1.(a) 2	TBD	Task Orders	Based on Task Orders
OPTION PERIOD 2				
05	Aerospace Testing and Facilities Operations and Maintenance set forth in Section F., paragraph F.2 (d); including the Contract Data Requirements List set forth in Attachment J.1.(a) 2	TBD	Task Orders	Based on Task Orders



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NNA09DB39C

Block 21 Accounting and Appropriation Data follows:

4200294613	246,000.00
4200280355	3,969,996.00
4200298744	519,306.00
	4,735,302.00



<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 700)	RATING DO-C-9	PAGE 1	OF PAGES 109
3. SOLICITATION NO. NNA08220778R-AMA		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 2/11/09	6. REQUISITION/PURCHASE NO. 4200220778	
7. ISSUED BY NASA Ames Research Center Attn: JAC; M/S 227-4 Ronnee R. González Moffett Field, CA 94035-1000		8. ADDRESS OFFER TO (If other than Item 7)			

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

**SOLICITATION**

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 or, if hand-carried, in the depository located in **Bldg. 227, Room 119** until **1:00 PM** local time on **March 16, 2009**.

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

10. FOR INFORMATION CALL:	A. NAME Ronnee R. González	B. TELEPHONE NO. (NO COLLECT CALLS) (650) 604-4386	C. EMAIL ADDRESS Ronnee.R.Gonzalez@nasa.gov
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B	SUPPLIES OR SERVICES AND PRICE/COST			OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
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H	SPECIAL CONTRACT REQUIREMENTS		M	EVALUATION FACTORS FOR AWARD	

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

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-B)	10 CALENDAR DAYS N/A %	20 CALENDAR DAYS N/A %	30 CALENDAR DAYS N/A %	CALENDAR DAYS N/A %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	01	17 Feb 2009		

15A. NAME AND ADDRESS OF OFFEROR Jacobs Technology Inc. 600 William Northern Blvd., P.O. Box 884 Tullahoma, TN 37388	CODE 07486	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Rogers F. Starr, President
---	---------------	----------	--

15B. TELEPHONE NO. AREA CODE (931)	NUMBER 455-6400	EXT 306	<input checked="" type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE Rogers F. Starr	18. OFFER DATE 16 March 2009
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION See page A-2
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM 25
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24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY NSSC - FMD Accounts Payable Bldg. 1111, C. Road Stennis Space Center, MS 39529	CODE CFS:203-18
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE 6/9/09
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*Ronnee R. Gonzalez*  
(Signature of Contracting Officer)

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