

AWARD/CONTRACT		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING DO-09	PAGE OF 206 1 PAGES
2. CONTRACT (Proc. Inst. Ident.) NO. NNJ05JA01B		3. EFFECTIVE DATE SEE BLOCK 20C	4. REQUISITION/PURCHASE NO. 4200115852	
5. ADMINISTERED BY NASA Johnson Space Center Attn: BJ2/Ester Holloway 2101 NASA Parkway, Houston, TX 77058	CODE BJ2/JHI	6. ADMINISTERED BY (If other than item 5) SAME AS BLOCK 5		

7. NAME AND ADDRESS OF CONTRACTOR Anadarko Industries 500 Dallas, Suite 2750 Houston, TX 77002		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		
CAGE CODE: 3K4Q0		9. DISCOUNT FOR PROMPT PAYMENT FOB DESTINATION		
CODE	FACILITY CODE	10. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM G.4

11. SHIP TO/MARK FOR See Section F, Clause F.7	CODE JB7	12. PAYMENT WILL BE MADE BY NASA Johnson Space Center Attn: LF231/Funding & Commercial Accounting Section Houston, TX 77058		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c) () <input type="checkbox"/> 10 USC 253(c) ()		14. ACCOUNTING AND APPROPRIATION DATA		

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Human Resources & Procurement Offices (HRPO) Support Services	1	Lot		See Section B, Clause B.3
15G. TOTAL AMOUNT OF CONTRACT ▶					

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

<input checked="" type="checkbox"/> 17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. Attachments are listed herein.)	<input type="checkbox"/> 18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19. NAME OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN W. T. Short	20A. NAME AND TITLE OF CONTRACTING OFFICER Rodney J. Etchberger
19B. SIGNATURE <i>W. T. Short</i> JUN 24 2005 (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA <i>R. Etchberger</i> (Signature of Contracting Officer)
	20C. DATE SIGN 6/28/2005

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SECTION B

SUPPLIES OR SERVICES AND PRICE/COSTS

B1. LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
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No FAR by-reference clauses in Section B

II. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
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No NASA FAR Supplement by-reference clauses in Section B

III. FULL TEXT CLAUSES

B.2 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to support the services to be provided in accordance with the Statement of Work in Section C. This contract is for Human Resources and Procurement Offices (HRPO) Support Services for the Johnson Space Center (JSC) using the Indefinite Delivery/Indefinite Quantity (IDIQ) Task Order contracting methods. These methods provide for the acquisition of necessary labor, supplies, and other services of a recurring nature that cannot be sufficiently identified, predetermined, or qualified in advance.

(b) The contractor is required to furnish all the services identified in the Statement of Work. These services shall be ordered in accordance with Federal Acquisition Regulation (FAR) clauses entitled "Ordering," "Order Limitations," and "Indefinite Quantity" found in Section I. The Government's obligation for the indefinite quantity is limited to that specified in Clause B.3.

(End of clause)

B.3 IDIQ GUARANTEED MINIMUM QUANTITY OF WORK

(a) The guaranteed *minimum* contract value of work that will be ordered under this contract, and which will be initiated through the issuance of firm fixed price task orders shall be \$75,000. The *maximum* value that can be ordered under the IDIQ provisions of this contract is \$5,719,754.

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

(End of clause)

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B. Materials, Travel and Other Non-labor Firm Fixed Prices

As applicable, identify separately materials and other miscellaneous non-labor prices that are required for performance of the task order. All non-labor prices that are proposed shall include back-up information with their estimate that provides rationale for the proposed prices to all for a Government price analysis.

C. Profit

The maximum profit for task orders issued under this contract shall not exceed b4 .of total cost.

(End of clause)

[END OF SECTION]

Human Resources & Procurement Offices (HRPO) Support Services

B.4 FIRM FIXED PRICE (NFS 1852.216-78) (DEC 1988)

The total firm fixed price of all work required under this contract is \$5,289,974.

(End of Clause)

B.5 IDIQ TASK ORDER PRICING – Firm Fixed Price

These established labor hour rates shall be used in establishment of the individual task orders as follows. These rates are fully burdened, **but without profit** or labor escalation for the non-exempt labor categories which are subject to the escalation contained in the annual Department of Labor Wage Determination.

A (1). Fully Burdened Straight Time Labor Rates

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**Human Resources
and Procurement Offices (HRPO)
Support Services Contract**

Section C

Statement of Work

**STATEMENT OF WORK
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STATEMENT OF WORK

Procurement Offices and Human Resources Support Services Contract

1.0 PURPOSE

The Statement of Work describes the requirements for providing resources necessary to meet the planning and execution of a broad variety of procurement administrative activities, data maintenance, and database activities in support of the NASA Lyndon B. Johnson Space Center (JSC) Procurement Acquisition Offices and Human Resources. The Contractor shall perform the work as specified in Section C, Statement of Work (SOW).

There are three main areas associated with this contract:

- a. Human Resources Operations Activities
- b. Human Resources Information Systems
- c. Procurement

2.0 SCOPE OF WORK

The Contractor shall perform administrative work and computer-related development services to the NASA Johnson Space Center (JSC). The activities shall include clerical duties, meeting support, correspondence development and distribution, documentation preparation, records management, and overall human resources operations and procurement functions. Additionally, the activities shall include software analysis, design and development; computer programming, database and configuration management; systems and data analysis; software verification and validation.

2.1 Product and Services

The Work Breakdown Structure (WBS) and the associated reference numbers outlined below describe at a high level the products and services required under this contract. The WBS numbers will be used on Contractor Task Orders as well as in contract planning, reporting, and scheduling.

4.0 Human Resources Operations Activities

- 4.1 Administrative functions for the HR Services Operations
- 4.2 External/Internal Hiring Support and General Staffing Support Activities
- 4.3 Astronaut Selection Activities
- 4.4 NASA College Scholarship Program Activities
- 4.5 StarPort Operations Support Activities
- 4.6 Awards Office Support Activities
- 4.7 Qualification and Evaluation Statements
- 4.8 Human Resources Information Systems

5.0 Procurement Office

- 5.1 Synopsis and Solicitation Verification
- 5.2 Procurement Data Entry

5.3 Contract Funding, Deobligating Modifications, Task Orders, Delivery Orders and Invoices

5.4 Grants/Intergovernmental Orders/Cooperative Agreements/Purchase Orders/Contracts

5.5 Contract Filing

6.0 Space Station Procurement Office

6.1 Receipt of Correspondence

6.2 Data Entry

6.3 Preparation of Supplemental Agreement (S/A)

7.0 General Procurement Activities

3.0 CONTRACT MANAGEMENT

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

3.1 Work Authorizations

The Contracting Officer authorizes work via Task Order. In addition to the requirements identified in the SOW, Task Orders shall further specify requirements and indicate any schedules, metrics or special requirements.

3.2 Nondisclosure Statements

The Contractor shall submit a nondisclosure statement per company policy and procedures for all personnel upon employment on the HRPO contract per DRD Page J-2 DRD-04.

4.0 HUMAN RESOURCES OFFICE OPERATIONS OFFICE

Activities shall include administrative duties associated with the Human Resources (HR) Training and Development Branch, Human Resources Management Branch, and the Human Resources Operations Branch.

4.1 The Contractor shall perform administrative functions for the HR Services Operations Branch Customer Service Desk.

4.1.1 The Contractor shall receive visitors and respond to telephone inquiries for the Human Resources Office (HRO) and shall provide routine information to callers and visitors on HR programs and services in a timely manner and shall direct inquiries to appropriate personnel when necessary.

4.1.2 The Contractor shall be responsible for the Official Personnel Files by filing, retrieving, and copying information for HR personnel and employees as appropriate. The Contractor shall ensure and protect the privacy of all individuals' confidential information.

4.1.3 The Contractor shall create letters, presentation charts, memoranda, or other documentation. The final product shall meet the requirements of the current editions of NHB 1450.10, "NASA Correspondence Standards Handbook," the Business English Worktext, and the Gregg Reference Manual. The Contractor shall obtain appropriate signatures for this documentation and prepare appropriate data

packages. The Contractor shall be knowledgeable of and remain proficient in current JSC version used in Microsoft Office.

- 4.1.4 The Contractor shall provide meeting services to include scheduling (or rescheduling) /coordinating with all parties invited to the meeting and providing telecommunications services and conference room services. In the event an invited party cannot participate, the Contractor shall ascertain the reasons why and report the reasons to the requesting party. Telecommunication services shall include all scheduling/coordination with the Marshall Space Flight Center communications Contractor and other parties notified to participate in the call. The Contractor shall prepare agendas and minutes, provide copies, and fax materials as appropriate in support of the meetings.
- 4.1.5 The Contractor shall be responsible for move coordination. These duties shall include coordinating with JSC employees to plan and physically move furniture, computers, and phones. Duties shall also include the planning, coordinating and modifying room structures and possible furniture repair. The Contractor shall interface with designated JSC Center Operations and Information Resources Directorate personnel to ensure that moves are conducted accurately, professionally, and on-schedule. The Contractor shall follow all JSC safety, space utilization, and move logistics rules and procedures associated with move coordination activities.
- 4.1.6 The Contractor shall be responsible for records management for all the designated documentation. The Contractor shall keep records in accordance and compliance with the processes and procedures outlined by the JSC Records Management Custodian.
- 4.1.7 The Contractor shall provide data entry to the JSC HR Office spreadsheets and databases. The Contractor shall prepare reports from the astronaut selection database, the college recruiting/unsolicited applications database on new applications and application updates, and various other databases. The Contractor shall input data into these databases and produce reports, presentation charts, and award certificates.
- 4.1.8 The Contractor shall review incoming mail and disseminate to the appropriate parties.
- 4.1.9 The Contractor shall develop, update, and process JSC forms and directives when initiated by the HR Management Branch, HR Training and Development Branch, and HR Services Operations Branch. After processing, the Contractor shall update and maintain any pertinent JSC databases, listings, and/or charts. The Contractor shall distribute copies of the completed forms to the designated points of contact, and update/maintain the respective records for the HRO. Additionally, the Contractor shall be responsible for filing, tracking, maintaining, and properly archiving forms and associated documentation, communicating with JSC employees as necessary.
- 4.1.10 The Contractor shall be responsible for filing, maintaining, and properly archiving the Training files/folders and the completed JSC Form 75's. The Contractor shall weekly email and track course evaluations to employees who have recently attended off-site training courses. Completed evaluations shall be printed and attached to the completed JF75 and filed appropriately.
- 4.1.11 The Contractor shall develop and process InterAgency Personnel Agreements (IPA's) initiated by the HR Management Office. The Contractor shall gather information for the specific Office of Personnel Management form (OF-69) and obtain the required concurrences from the IPA partner(s), JSC Legal Office, and the JSC Office of Procurement. The Contractor shall maintain the IPA database, distribute copies of the IPA's to the appropriate parties, and retain the original copies in the HR Office. The Contractor shall also prepare any requisite IPA correspondence and reports. The Contractor will be furnished with any OPM requirements, sample packages, background data, and specific examples for each IPA document. For each IPA, the Contractor will be expected to expand and develop this material into a final product, which meets JSC, NASA Headquarters, and OPM requirements.

- 4.1.12 The Contractor shall be responsible for filing, maintaining, and properly archiving the Training files/folders and the completed JSC Form 75's. The Contractor shall weekly email and track course evaluations to employees who have recently attended off-site training courses. Completed evaluations shall be printed and attached to the completed JF75 and filed appropriately.
- 4.1.13 The Contractor shall order supplies for the HR Office based on needs identified by the organization and its personnel. The Contractor shall work with the designated points of contact within the Center Operations Directorate to appropriately order supplies, keeping a record of items purchased with associated costs.
- 4.1.14 The Contractor shall make travel reservations, coordinate with the designated travel contracting organization, and work with travelers to develop and process travel orders and vouchers, also tracking costs for monthly reports.
- 4.1.15 The Contractor shall gather input for the HRO Monthly Activity Report, compose the report using proper formatting and grammar, and submit it electronically to the HR Director's Office in a timely manner.

4.2 External/Internal Hiring Support and General Staffing Support Activities

- 4.2.1 The Contractor shall develop final written packages of Senior Executive Service (SES) Qualification and Evaluation Statement and SES Rank Awards, as required. The packages document a selectee's qualifications for entry into the SES in the format required by the Office of Personnel Management (OPM). The Contractor shall develop the SES package in accordance with JSC Human Resources Office directives and shall be in the form of either a or b below, as determined by the Human Resources Office.

a. Highly Complex and Technical Direct Reports: These are reports for technical SES positions of significant complexity that directly report to the Center Director or Program Manager. The nature of work requires breadth of knowledge and extensive planning to carry out vital Agency programs. The incumbent is considered the technical authority in the subject matter and works independently to plan, design, and implement programs essential to the mission of the Agency.

b. Non-Technical Direct Reports and Technical Non-Direct Reports: These are reports for most administrative SES positions that directly report to the Center Director and technical positions that do not report to the Center Director or Program Manager. The nature of the work requires broad interpretation of guidelines and policy. Incumbent must use judgment and work independently to define objectives and direct work to meet those objectives.

The Contractor will be furnished with OPM requirements, sample packages, background data, and specific examples for each SES candidate. For each candidate, the Contractor will be expected to expand and develop this material into a final product, which meets JSC, NASA Headquarters, and OPM requirements.

- 4.2.2 The Contractor shall perform duties associated with hiring and general staffing activities and shall develop documentation related to the JSC hiring process as required. Documents may include superior qualifications and bonus write-ups. The Contractor will be furnished with samples of this documentation in order to complete the work products, along with any background data or documentation requirements. The Contractor will be expected to expand and develop this material into a final product, which meets JSC, NASA Headquarters, and OPM requirements.

- 4.2.3 The Contractor shall respond to inquiries regarding employment information, vacancy announcements, promotion opportunities, and application guidance via telephone calls, faxes, and emails. The Contractor shall answer inquiries regarding the status of announcements. The Contractor shall answer basic questions about the Resumix application and USAJOBS system. The Contractor shall contact new hires as needed to obtain supplemental information. The Contractor shall prepare and distribute correspondence associated with employment activities. The Contractor shall prepare requisite documentation related to the vacancy announcement process and create responses to Office of Personnel Management (OPM) on applicant information.
- 4.2.4 The Contractor shall perform administrative duties for the hiring activities at JSC. The Contractor shall contact new hires as needed to obtain supplemental information. The Contractor shall address response and commitment letters, obtain approval signatures, and send them to applicants. The Contractor shall receive resumes through notice postings and send notifications to potential applicants as vacancies occur. The Contractor shall prepare and send responses to requests from OPM for application information for potential applicants. The Contractor shall type requests to OPM (SF39) to announcement vacancies and prepare all accompanying paperwork.
- 4.2.5 The Contractor shall send notices to individuals who send unsolicited applications. The Contractor shall draft personalized application responses in form letter format to be finalized and signed by a staffing specialist. The Contractor shall answer inquiries, maintain forms, and prepare information packages for newly hired civil service employees. The Contractor shall mail out any correspondence relating to staffing. The Contractor shall create and maintain staffing files as needed. The Contractor shall send out security forms (SF86) for completion and track them.
- 4.2.6 The Contractor shall support HRO Staffing and Benefits Specialists in the hiring effort by electronically documenting position descriptions, duty statements, and job announcements for JSC vacancies. The Contractor shall develop spreadsheets/databases as needed and input data into HRO automated systems and databases.
- 4.2.7 The Contractor shall answer inquiries, maintain forms, and prepare information packages for newly hired civil service employees. The Contractor shall mail out any correspondence relating to staffing and benefits for newly hired civil service employees. The Contractor shall answer benefits inquiries from current employees. The Contractor shall mail out any correspondence relating to staffing and benefits for newly hired civil service employees. The Contractor shall create and maintain staffing and benefits files as needed. The Contractor shall send out security forms (SF86) for completion and track them.
- 4.2.8 The Contractor shall develop spreadsheets/databases as needed and input data into the HRO hiring and staffing systems and databases. The Contractor shall prepare and distribute correspondence related to employment. The Contractor shall answer inquiries, maintain forms, and prepare information packages for newly hired civil service employees. The Contractor shall mail out correspondence relating to staffing. The Contractor shall create, maintain, and track staffing and associated hiring files as needed.

4.3 Astronaut Candidate & HR Programs Office

- 4.3.1 The Contractor shall answer phones, provide meeting support, create correspondence/documentation, maintain records and provide overall clerical duties for the Astronaut Selection Office.
- 4.3.2 The Contractor shall answer the Astronaut Candidate & HR Programs Office phone and provide information on the Astronaut Candidate (ASCAN) Program to the callers. The Contractor shall input names and addresses from individuals requesting information on the ASCAN Program into a computer database. The Contractor shall input and print mailing labels from a computer database.

- 4.3.3 The Contractor shall organize and order brochures, pamphlets, pictures, and other supplies to be mailed out to individuals requesting information on the ASCAN Program.
- 4.3.4 The Contractor shall fill out the basic information of a summary sheet for each new application received. The Contractor shall input the information from the summary sheet into a computer database after it has been completed. The Contractor shall prepare an application folder for each application to include all application forms. The Contractor shall appropriately label and file each folder in the appropriate file cabinet.
- 4.3.5 The Contractor shall send out receipt acknowledgment notices for each application and application update received. The Contractor shall pull the summary sheet and application folder for each application update received. The Contractor shall file the application update forms in order in the application folders.
- 4.3.6 For the ASCAN program, the Contractor shall input the updated information from the summary sheet into a computer database after it has been completed. The Contractor shall use the Applicant Database to generate reports by various categories.
- 4.3.7 The Contractor shall support the Astronaut Selection Office in the bi-annual selection process.

4.4 NASA College Scholarship Program Activities

- 4.4.1 The Contractor shall create documentation and assist with the application process for the NASA College Scholarship Fund (NCSF) program. This shall include both oral and written communication with participants, sponsors, board and committee members, Center representatives, and the public.
- 4.4.2 The Contractor shall provide meeting services and shall prepare all necessary correspondence, memoranda, presentation charts, or other documentation in support of the NCSF following all NASA correspondence standards. The Contractor shall receive and maintain the official records of all scholarship recipients including contracts, transcripts, grade reports, and correspondence.
- 4.4.3 The Contractor shall input data from these applications into the program database and prepare reports from this database as necessary. The Contractor shall make copies of all applications and sanitize the copies to ensure that all references to gender, race, and locale are deleted. The Contractor shall make copies of the sanitized applications for the Selection Committee to review.
- 4.4.4 The Contractor shall receive and maintain the official records of all incoming scholarship applications.
- 4.4.5 The Contractor shall prepare all Combined Federal Campaign applications for the NCSF to participate as an approved charitable organization. The Contractor shall be involved in promoting the NCSF by creating and distributing promotional materials, working with the NASA and public media, and updating website information as appropriate. The Contractor shall receive, document and forward to the NCSF Treasurer all donations received for the NCSF.

4.5 StarPort Services Office

- 4.5.1 The Contractor shall perform clerical duties for the StarPort Services Office. This support shall include meeting services, phone and office coverage, preparation of letters, presentation charts, memoranda, or other documentation following all NASA correspondence standards.

4.6 Awards Office Support Activities

- 4.6.1 The Contractor shall perform clerical duties for the Awards Office. This support shall include receiving awards information from Administrative Officers in other organizations, inputting the information into an on-line system, printing award certificates, and returning them to the Administrative Officers. The Contractor shall also work with the Graphics and Printing Office to produce award certificates, obtain the correct signatures for the awards and distribute them to the appropriate Administrative Officers.
- 4.6.2 The Contractor shall provide support for award ceremonies when workload warrants. This shall include ceremony logistics, award preparation, and final award presentation. These items may include interfacing with award recipients regarding ceremony activities.
- 4.6.3 The contractor shall provide positions with varying degrees of skill levels to support the JSC Awards Program. The Contractor shall provide leadership and intermediate level skills in support of the Awards Program as well as clerical support. The Contractor shall have superior interpersonal and communication skills (both oral and written), professional personal computer skills, ability to work on multiple projects simultaneously, and ability to coordinate efforts among many JSC internal and external departments. In addition, the Contractor shall have expertise in Government awards law, interpreting the Awards provisions of the Code of Federal Regulations and NASA Human Resources Desk Guides, and JSC Human Resources Handbook, working knowledge of Government policy and procedures on Awards, and NASA and JSC awards procedures and systems. New labor category - Administrative Assistant III required for intermediate level skills.
- 4.6.4 The Contractor shall provide the expertise necessary to support and advise the JSC Awards Program Manager or Supervisor, when performing such duties as necessary to ensure that the federal, NASA, and JSC regulations, policy and procedures are followed. This shall entail such things as record keeping, database management, working knowledge of HR I/T systems, as well as interpreting and applying government, NASA and JSC Human Resources laws, regulations, policy, and procedures. The contractor shall work directly with employees, all levels of the NASA Shared Services Center (NSSC) employees, managers, administrative officer, or human resources management and human resources representatives for all matters related to awards. The required support shall include:
- **Monetary Awards:** Assists in the preparation and management of Center budget allocations for JSC monetary awards. Oversees processing of awards and tracks award budgets. Evaluates revised budget requirements and allocations when circumstances require. Manages budget allocations for inter-Center fund transfers, which requires close coordination with NASA Headquarters and other Centers.
 - **Honor Awards (NASA and JSC):** Receives and disseminates requests for award nominations, coordinates with organizations on awards nominations, prepares and edits final award packages for forwarding to NASA Headquarters, assists in assuring that diversity among nominees is representative of the workforce. Serves as JSC point of contact on all matters concerning honor awards. Manages all phases of complex annual award ceremonies, requiring coordination with many Center elements including the Center Director. Provides direction to personnel responsible for producing awards certificates. Prepares justifications for the Center Director's personal nominees.
 - **Length of Service Awards:** Prepares and maintains list of individuals eligible for length of service awards on quarterly basis, prepares and distributes awards for employees with 5-20 years of service, coordinates ceremony with Center Director and senior staff for employees with 25 or more years of service.

- Crew Debrief and Award Presentations: Manages post-flight presentation for space Shuttle and Space Station crewmembers. Involves scheduling of numerous entities including the Center Director's office, the flight crews, Mission Operations Directorate, Space Center Houston, photographers, Public Affairs, NSSC, and Flight Crew Operations Directorate.
- External Awards: Receives and disseminates requests for award nominations, coordinates with organizations on awards nominations, writes original nominations, prepares and edits final awards packages for NASA Headquarters, or external organization. Coordinates internal recognition ceremonies for individuals selected for recognition.
- Special Recognition Programs: Provides counsel to JSC organizations and ad-hoc groups wishing to present special recognition awards for employees (Certificates, plaques, mementos, etc.) Coordinates with manufacturers and vendors for purchase of products. Prepares paperwork and follow through on procurement on products.
- NSSC/NASA Automated Awards System (NAAS). Serves as the point of contact for NSSC concerning awards, and serves as the JSC expert and point of contact on the NAAS.

4.7 Qualification and Evaluation Statements

- 4.7.1 The Contractor shall perform general clerical and administrative duties when necessitated by workload overflow as described above.
- 4.7.2 The Contractor shall perform all the program management functions, necessary to plan, implement, track, report and deliver the required services described in this Task Order. In addition, to effectively perform and manage the work detailed in this Task Order, the Contractor shall perform all the Contract management functions detailed in the Statement of Work area 3.0, Contract Management.

4.8 Human Resources Office Information Systems, Training, Applications Development, Maintenance and Database Administration

- 4.8.1 The Contractor shall provide information systems support for the Human Resources Office (HRO) including: systems development, applications maintenance, computer training support, and website development/administration and hardware/software support of the JSC Human Resources Information Systems.
- 4.8.2 The Contractor shall provide the expertise required to develop programs in support of the HRO. The Contractor shall participate in training and development programs focused on skill advancement to the level required to satisfy the requirements detailed in this section of the SOW. Optimum contract support will be achieved with advanced and upper level expertise.
- 4.8.3 Specific training courses shall be approved by the Government and processed through individual Task Order during the performance of the contract.
- 4.8.4 The Contractor shall perform feasibility studies and implement approved system development on the findings for future systems design, application enhancement, and other developmental considerations for JSC, Headquarters and other NASA centers. New development will utilize the latest technologies established by recognized industry leaders such as Microsoft, Adobe, 3COM, etc. Applications development and maintenance will be accomplished primarily employing advanced use of Cold Fusion, Dreamweaver, Flask, MS SQL, and the Adobe Suite. Portal development and administration will use software commonly used throughout the Federal government; primarily BEA Aqualogic Plumtree.

- 4.8.5 The Contractor shall provide support to the computer training classrooms and non computer classrooms and respond to priority requests for assistance in such a manner as to not delay the start or stop of class and shall ensure smooth operations and customer service. The support of classrooms shall include expertise on all specialized hardware/software, specialized configurations, and customer considerations. The classrooms include the following: Gilruth Center training rooms, JSC Foreign Language Education Center, Engineering Software Training room, special student programs training rooms, and the End User Training rooms. The Contractor shall coordinate information systems support activities with HRO I/T managers, budget analysts, computer training managers, and vendors. The Contractor shall be the representative of the HRO with other JSC organizations and as such requires high level of interpersonal skills and technical skills.
- 4.8.6 The Contractor shall provide development and administration of portal and web based applications, tools, and services, and associated graphics support. Web based applications, tools, and services that are the responsibility of the HRO include Agency, Office of Human Capital Management, and Center. The web based application tools and services will be developed using Rapid Application Development (RAD). The web based tools and services will include informational, transactional, and interactive. Portal development and administration will use Plumtree enterprise web site Version 5.0, 6.0, or latest supported version, and will include installation and maintenance of the corporate portal, collaboration server, content server, and search server. Websites will be maintained using Dreamweaver. Specifically, the Contractor shall modify all existing HRO external websites to be consistent with agency guidelines utilizing the Affinity framework within the Macromedia IDE, Dreamweaver. The web based applications, tools and services, and portals shall meet all HRO, Agency and Center requirements and standards for registration and security. The Contractor shall utilize the latest technologies and web designs to ensure high quality, creative and professional products are integrated into the scheme of HRO web design. Web based applications, tools, and services will be interactive with SQL and Access databases as well as SMTP relayed messaging when required.
- 4.8.7 The Contractor shall provide non-ODIN technical computer hardware and software support to 400-plus workstations of the JSC HRO and supported functions ensuring patchlink compliance and priority vulnerabilities elimination.
- 4.8.8 The Contractor shall configure and manage the HRO server farm consisting of 7 to 9 production and development servers used to support center-wide computer-based training (CBT), the NASA Employees Benefits System (NEBS), the NASA Organization Profile System, the JSC Language Education Facility, the Exchange accounting system, the computer training classrooms, HRO internal websites, and the training management system. This activity includes elimination of priority vulnerabilities and compliance with patchlink management. Supported hardware includes: workstations, laptop PC's, PC-based projection systems, imaging systems, printers, servers, digital cameras, hand held PC's and related peripherals. Supported software includes: all software licensed for use by the HRO and its' supported functions. Network and server administrators shall represent the HRO at the NASA Access Control Board (NACB) requiring high level of technical expertise and interpersonal communication skills. The Contractor shall be a point of contact and server expert during the Certification and Accreditation (C&A) process, and in this role, the Contractor shall handle all server related issues with the certification auditors. The Contractor shall ensure at all times that the JSC HR servers are secure and that all measures are being taken to ensure privacy security. This requires the most senior level of network system/server administration representing the HRO.
- 4.8.9 The Contractor shall assist the JSC Foreign Language Education Center (JLEC) staff to ensure that: non-ODIN supported hardware is operational and available in accordance with JSC and HRO schedules and policies; equipment maintenance and software upgrades are coordinated with the vendor or ODIN Contractor; computer training classes are supported in such a manner as to not delay the start or stop of non-commercial classes for more than two hours (responding to priority requests for assistance within 30 minutes); and problems shall be reported to ODIN for their action when required.

- 4.8.10 The Contractor shall coordinate hardware and software activities with HRO Information Technology (IT) managers, budget analysts, computer training managers, ODIN customer service representatives, Information Resources Directorate (IRD) customer service managers, and vendors. Additionally, support includes: extensive research of new products and the feasibility of their use by the HRO; SR submissions including the required I/T justification for purchase; and justifications for the Network Access Control Board (NACB).
- 4.8.11 The Contractor shall provide support for the Johnson Space Center's strategic workforce planning and analysis activities. The required support shall include:
- 1) Integrate and analyze the output from multiple workforce, budget, and competency tracking systems and databases for use in developing and evaluating plans for hiring, recruiting, promotion, attrition, competency, diversity, and succession, etc. Provide systems input as required, prepare presentations, and prepare report metrics.
 - 2) Recommend, design, and implement workforce transformation strategies to assure that future objectives can be achieved. Recommend workforce rebalancing or restructuring options to accomplish current and long term goals.
 - 3) Participate in the development and implementation of workforce planning tools and processes. Employ best practices for process, cost, performance, and succession modeling.
 - 4) Organize, attend, and represent the human resources office at high profile monthly and quarterly workforce planning and analysis reviews with other JSC organizations. Organize, attend, and represent the human resources office at Workforce Planning Steering Council activities.
- 4.8.12 The Contractor shall prepare approximately 3,300 paper official civil service personnel files (OPF) for shipment to U.S. Office of Personnel Management (OPM) eOPF vendor by June 2007. File preparation includes reviewing and organizing each individual folder according to the OPM Guide to Personnel Recordkeeping, purging documents not listed in the Master List of Records, and creating temporary files on each employee for documents that will not be included in the eOPF and are pending disposition. Work also includes preparing the shipments in accordance with OPM vendor guidelines.
- 4.8.13 The Contractor shall provide intermittent technical and content consultation for the human resources portal. Portal software is BEA Aqualogic (Plumtree Foundation G6). Consultation engagements will include: 5 technical (1 for 2 weeks, 4 for 1 week each) and for content and training (5 for 1 week each).
- 4.8.14 The Contractor shall provide server administration and related support for the human resources portal. Portal software is BEA AquaLogic (Plumtree Foundation G6). Support will include: (1) the configuration and management of servers which include server architecture, planning, and administration; (2) the installation of patches, troubleshooting and corrective action of vulnerabilities, installation and configuration of server operating system and software upgrades; and (3) working directly with Center Information Services Directorate (IRD) and Human Resources CIO. The server architecture includes 13 servers in a blade configuration including 3 development servers, 5 staging servers, and 5 production servers. Further portal support from the contractor team shall include high level of expertise in portal security and advanced level of content management including leading working groups with Human Resource program managers agency wide, leading focus groups with customers, and knowledge of the HRO and HRIS business to provide the highest level of professional portal products.

4.9 GENERAL HUMAN RESOURCES OFFICE ACTIVITIES

- 4.9.1 The contractor shall provide multiple positions with varying degrees of skill levels to support the Human Resources Representative team. The contractor shall provide the requisite leadership skills as well as clerical skills necessary. The Contractor shall have excellent interpersonal and communication skills (both oral and written), professional personal computer skills, ability to work on multiple projects simultaneously, and ability to coordinate efforts among many JSC internal and external departments. In addition, the Contractor shall have expertise in Government personnel law, interpreting the provisions of the Code of Federal Regulations and NASA Human Resources Desk Guides, and JSC Human Resources Handbook, working knowledge of Government policy and procedures, and human resources procedures and systems.
- 4.9.2 The Contractor shall provide support to the Human Resources Representative team in records management, professional personal computer skills, knowledge of NASA Human Resources Desk Guides and knowledge of NASA Human Resources procedures and systems.
- 4.9.3 The Contractor shall provide the expertise necessary to support and advise the Human Resources Representatives and the Human Resources Development Representatives when performing such duties as necessary to ensure that Human Resources regulations, policy, and procedures are followed. This shall entail record keeping, database management, working knowledge of HR I/T systems, as well as interpreting and applying government, NASA and JSC Human Resources laws, regulations, policy, and procedures.
- 4.9.4 The Contractor shall be knowledgeable in the requirements and workings of the Federal Personnel Processing System, Workforce Transformation Transition System (WTTS) and the E-QIP systems. Additionally, the contractor shall understand and have a working knowledge of the requirements of the systems in the Agency's Human Capitol Information Environment.
- 4.9.5 The Contractor shall understand basic and advanced Federal Government staffing and hiring and classification regulations and policies. The contractor shall interpret and apply these regulations and policies in all aspects of Human Resources work including hiring, position descriptions, and promotions.
- 4.9.6 The contractor shall provide staffing support, including answering basic inquiries from applicants to vacancy announcements, ensuring applications have been received by the NASASTARS system, reviewing hiring packages for accuracy and referring other inquiries as needed to the appropriate HR specialist. The contractor will initiate the NSSC new hire package process by entering pertinent data precisely into WTTS, E-QIP or FPPS--or other systems as required. The contractor shall work directly with the employee; all levels of the NASA Shared Services Center employees, security officials, hiring manager, administrative officer, or human resources management and human resources representatives for all matters related to the hire.
- 4.9.7 The Contractor shall understand the regulations and policies associated with the Risk Designation and Drug Testing programs for the Agency. The Contractor shall review civil service employee position descriptions (PDs), and supporting PD files, make determinations on Risk Designation or Drug Testing supportability and make changes accordingly in the Federal Personnel/Payroll System (FPPS). The Contractor shall maintain the Human Resources Office database and track NASA Form 1722s and the related drug testing position identification. The contractor shall interface with all levels of the NASA Shared Services Center employees, security officials, managers, administrative officers, or human resources management and human resources representatives for all matters related to Risk Designation or Drug Testing programs.

- 4.9.8 The Contractor shall prepare the annual Substance Abuse and Mental Health Services Administration (SAMHSA) report that is sent to NASA Headquarters in Washington, DC. The Contractor shall provide notification letters to individuals who are reassigned to or promoted into a drug testing designated position or shall work with NSSC to ensure this happens. The Contractor shall work closely with the NSSC drug testing personnel to ensure an accurate drug testing pool has been identified at JSC.
- 4.9.9 In response to and support of HSPD12, the Contractor shall attend HSPD12 team meetings to ensure that accurate and complete hiring packages are in compliance. In support of HSPD12, the Contractor shall advise newly hired civil service employees on the correct security application to complete or send out security forms such as SF86 or SF85P for completion and track them. The Contractor shall initiate the newly hired employee into the E-QIP security background check system and advise newly hired civil service employees on E-Quip security system completion as determined by the Contractor.
- 4.9.10 The Contractor shall have expertise in the regulations, policy, and procedures pertaining to the production, retention, and recertification of position descriptions. The Contractor shall produce or assist managers, administrative assistants, or human resources representatives in the production or recertification of position descriptions that accurately describe job duties, elements and knowledge and that are properly classified and assigned the proper risk designation, drug testing information and other elements such as comp levels and organizational codes. The Contractor shall maintain all databases and documents related to position descriptions using NASA retention policies.
- 4.9.11 The Contractor shall have expertise in the regulations, policy, and procedures pertaining to the production and retention of justifications for bonuses, use of NASA flexibilities, and advanced pay and may produce and track such documents.

5.0 PROCUREMENT OFFICE

5.1 Synopsis and Solicitation Verification

- 5.1.1 The Contractor shall perform analysis and editorial updates of pre-award synopses and solicitations (including amendments) and post these documents to the JSC Business Opportunities web page (JBO) within 4 business hours of receipt of those which pass the analysis/editorial reviews. The Contractor shall return, within 4 business hours of receipt, pre-award synopses and solicitations (including amendments) of those requiring major corrections to the originator along with a request for specific corrective action.
- 5.1.2 The Contractor shall archive JSC solicitations and synopses posted on the JBO within 5 business days of their expiration dates unless advised differently by the Contracting Officer or Contract Specialist responsible for the solicitation or synopsis.
- 5.1.3 The Contractor shall participate in JSC NASA Acquisition Internet Service (NAIS) activities, including weekly teleconferences and monthly video teleconferences, in order to maintain current summary-level knowledge of NAIS systems. The Contractor shall be recognized as a NAIS team member and "Super User" and shall perform all pertinent activities associated with the title. These may include participation in new NAIS projects as the need arises.
- 5.1.4 The Contractor shall prepare Service Requests (SRs) associated with IT products and services for the Procurement Management Office and submit to the Office Manager for signature as the need for such products and services is identified.
- 5.1.5 The Contractor shall provide filing support for the Data Entry function.

5.1.6 The Contractor shall obtain NASA Form 1602's, prepare reports of assigned property, and participate in property inventories in support of the Procurement Management Office property custodian.

5.1.7 The Contractor shall receive reports of awarded procurements every other week for posting as post award notices. The Contractor shall analyze the report for awards that are eligible for posting to the JBO and identify those procurements to the appropriate procurement analyst(s). The Contractor shall ensure that these notices are posted within 3 days of receipt of the post award report.

5.2 Procurement Data Entry

5.2.1 The Contractor shall provide data entry support for the JSC Office of Procurement to include:

- a. Inputting procurement data into JSC Procurement record-keeping systems, including the Integrated Enterprise Management (IFM) systems or SAP, the Acquisition Management System (AMS), and the Federal Procurement Data System-NG (FPDS-NG)
- b. Editing, verification, reconciliation, and error correction of data in these procurement systems
- c. Issuing Contract Identification numbers as required and maintain a log identifying the organization each number was issued to
- d. Issuing buyer code numbers, maintaining buyer code records, and interfacing with the IFM support Contractor regarding issuance of and changes to buyer numbers

5.2.2 The Contractor shall process and maintain files and logs of source documentation

5.2.3 The Contractor shall provide the primary point-of-contact for coordination of the procurement system report functions including the processing of special requests for FPDS-NG and AMS standard reports.

5.2.4 The Contractor shall interface with the local systems maintenance Contractor and with procurement systems personnel at NASA Headquarters and at the Marshall Space Flight Center, as necessary, concerning implementation of new software releases and review of proposed changes.

5.2.5 The Contractor shall perform liaison activities associated with the conversion from the Integrated Procurement Management System (IPMS) to IEM and FPDS-NG as those activities are identified.

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

5.2.7 Standards for input of data into the procurement and financial systems are:

- a. Acceptance and forwarding of Procurement Requests (PR) within SAP is to be completed within 2 working days of SAP notification of the transfer of the PR
- b. Completion of all FPDS-NG and AMS data inputs:
 - (1) Inputs involving contract award, modifications of contract value and/or funding, and contract performance periods shall be completed within 3 working days after receipt of the input sheet with all required data
 - (2) Other data inputs such as work assignment changes, physical completion dates, closeout data, etc shall be completed within 5 working days of receipt of the request

5.3 Contract Funding, Deobligating Modifications, Task Orders, Delivery Orders and Invoices

- 5.3.1 The Contractor shall maintain a configuration management system maintaining contract values, funding values, deobligating funds, and invoicing records, task orders and delivery orders for the Procurement Office.
- 5.3.2 The Contractor shall prepare funding and deobligating modifications, and associated documents such as the AMS Input sheet NASA Form 507, for Contracting Officer review and approval.
- 5.3.3 The Contractor shall prepare, route and track Indefinite Delivery Indefinite Quantity (IDIQ) orders and associated documents for Contracting Officer review and shall distribute delivery/task orders in accordance with JSC Procurement policies and instructions provided by the Contracting Officer.
- 5.3.4 The Contractor shall initiate invoice concurrences with the technical organizations and research invoice discrepancies with internal and external organizations in order to process invoices for payment by the Financial Management Division.
- 5.3.5 The Contractor shall distribute procurement documents to the appropriate organizations, file documents in the contract file and enter data into the Systems Applications and Products (SAP).
- 5.3.6 The Contractor shall provide training for tasks performed under section 5.3 of the Statement of Work.

5.4 Grants/Intergovernmental Orders/Cooperative Agreements/Purchase Orders /Contracts

- 5.4.1 The Contractor shall prepare grants, intergovernmental orders, purchase orders, and contracts for the Contracting Officer's review and signature.
- 5.4.2 The Contractor shall follow the Federal Acquisition Regulation (FAR), NASA FAR Supplement (NFS), JSC Procurement Instructions (JPI), Grants and Cooperative Agreement Handbook, and all other established Procurement Office procedures for preparing, processing, distributing, filing and maintaining grants, intergovernmental orders, cooperative agreements, purchase orders, and contracts.
- 5.4.3 The Contractor shall maintain and administer assigned contract files, or upon completion, coordinate the transfer of the administration file to the assigned Contract Specialist.
- 5.4.4 The Contractor shall prepare grants, intergovernmental orders, cooperative agreements, purchase orders, and contracts for closeout in accordance with Procurement Office Policies.
- 5.4.5 The Contractor shall process Freedom of Information Act (FOIA) requests.
- 5.4.6 The Contractor shall provide training on tasks performed under section 5.4 of the Statement of Work.

5.5 Contract Filing

- 5.5.1 The Contractor shall be responsible for preparation and maintenance of the file index system for grants, intergovernmental files, cooperative agreements, purchase orders and contracts.

- 5.5.2 The Contractor shall request data from contract files, IPMS, SAP, Market Research and internal/external organizations.
- 5.5.3 The Contractor shall perform Contract filing and organization in accordance with the FAR guidelines and all other established Procurement Office procedures.

6.0 SPACE STATION PROCURMENT OFFICE

The Contractor shall perform administrative functions necessary to receive correspondence, perform data entry, and prepare supplemental agreements (S/A) for the International Space Station Procurement Office.

6.1 Receipt of Correspondence

- 6.1.2 The Contractor shall date stamp all correspondence and contract-related documents upon receipt.
- 6.1.3 The Contractor shall enter correspondence data and link electronic copies into the Space Program Integrated Contract Environment (SPICE).
- 6.1.4 The Contractor shall forward correspondence to the appropriate Contracting Officer.
- 6.1.5 The Contractor shall contact the Change Engineer to pick up a copy of the proposal.
- 6.1.6 The Contractor shall file all documents according to the locations outlined in the file dictionary and by NASA standards.

6.2 Data Entry

- 6.2.1 The Contractor shall maintain and update conformed contracts with approved modifications.
- 6.2.2 The Contractor shall enter Space Station Change Numbers (SSCN) into the database.
- 6.2.3 The Contractor shall enter contract modification information from approved modifications and link electronic copies into database. This includes supplemental agreements, contract change orders, administrative and funding modifications.
- 6.2.4 The Contractor shall update the database with contract modification information as it comes in (i.e. proposals, technical evaluations, distribution dates, etc).
- 6.2.5 The Contractor shall update the File Dictionary with new file locations as assigned by the TMR.
- 6.2.6 The Contractor shall enter voucher data into database.
- 6.2.7 The Contractor shall enter award fee data and link electronic documents applicable to Award Fee into database.
- 6.2.8 The Contractor shall enter Property and Facility information into the database, such as DD250's, DD290's, DD1149's, etc.
- 6.2.9 The Contractor shall verify Contract Value and Funding, Voucher totals, Contract Modification data, and the Conformed contract for accuracy and completeness.

6.3 Preparation of Supplemental Agreement (S/A)

- 6.3.1 The Contractor shall prepare a spreadsheet listing all Space Station Change Notices (SSCN) in the S/A including Space Station Change Memo Revisions, Contract Change Orders (CCO), Costs, Fees, Price and Fee Splits.
- 6.3.2 The Contractor shall prepare an S/A changes document that shows all changes made by the S/A by each individual SSCN.
- 6.3.4 The Contractor shall review the Space Program Integrated Contract Environment (SPICE) database for all SSCN's with CCO's and prepare a spreadsheet of all applicable CCO numbers.
- 6.3.5 The Contractor shall prepare a document that shows all changes made by the S/A. The Contractor shall document all changes (Part I) to the contract such as SOW changes, Data Requirements Documents (DRD) changes, Section H changes, and whether there are Applicable Document Lists (ADL's), Deliverable Items Lists (DIL's), Government-Furnished Equipment (GFE) or Government-Furnished Data (GFD) changes, etc. The Contractor shall work with the Contracting Officer on issues that evolve in this process.
- 6.3.6 After the S/A changes document are prepared, the Contractor shall email to the cognizant technical reviewer who reviews the SOW changes and make any necessary corrections. The Contractor shall prepare S/A.
- 6.3.7 The Contractor shall prepare the consolidated contract file.
- 6.3.8 The Contractor shall pull copies of the applicable CCO's from the files.
- 6.3.9 The Contractor shall pull the Prenegotiation Position Memorandums (PPM) and the Price Negotiation Memorandums (PNM) from the over limit files to be filed in the consolidated file.
- 6.3.10 The Contractor shall fill out NASA Form 1098 – or current form utilized as a Checklist for Contract Award File Content.
- 6.3.11 If all certifications have not been received from the ISS Prime Contractor at this time, the Contractor shall add a note that the S/A shall not be signed until all Certifications have been received. The Contractor shall add a note that the S/A shall not be signed until all lists have been received if GFE, GFD and DIL's are outstanding. This shall be a checklist item.
- 6.3.12 The Contractor shall prepare file folders for the underlimit and administrative offers.
- 6.3.13 After the S/A is ready for review, the Contractor shall e-mail the S/A to the point-of-contact for the ISS Prime Contractor to start through the ISS Prime Contractor review cycle.

7.0 GENERAL PROCUREMENT ACTIVITIES

- 7.1 The Contractor shall process FOIA and GAO requests.
- 7.2 The Contractor shall perform data entry into various procurement databases. Activities shall include updating the waiver database, as well as updating information in the on-line Contract Administration File, such as the Small Business/Small Disadvantaged Business metrics, CCO reference folder and the Defense Contract Management Agency (DCMA) report folder, etc.

- 7.3 The Contractor shall prepare simple contract correspondence, such as drafting letters to approve waivers, request audits, approve rent-free use, etc. These letters shall be drafted and provided to the office secretaries for final preparation.
- 7.4 The Contractor shall prepare contract change orders for Contracting Officer and legal review.
- 7.5 The Contractor shall prepare contracts for transfer to the Contract Closeout Office.
- 7.6 The Contractor shall administer larger dollar, complex contracts after award. This will include the negotiation of changes and the preparation of CCO's for the Contracting Officer's signature.
- 7.7 The Contractor shall conduct price analysis on assigned contract actions and coordinate the input of the technical personnel for both the technical analysis and price analysis.
- 7.8 The Contractor shall maintain day-to-day surveillance of assigned contracts and, upon coordination with the Contracting Officer, take appropriate action in areas such vendor requests for amendments, changes, clarification or interpretation of contract terms, conditions, or engineering specifications.
- 7.9 The Contractor shall coordinate audit reviews by the Department of Labor, Defense Contract Audit Agency, or other audit functions.
- 8.0 The Contractor shall monitor the contractor performance associated with assigned contracts for compliance with cost, schedule and technical content.
- 8.1 The Contractor shall analyze 533 data.

SECTION D

PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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No FAR by-reference clauses in Section D

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

CLAUSE NUMBER	DATE	TITLE
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No NASA FAR Supplement by-reference clauses in Section D

(End of clause)

D.2 PACKAGING, HANDLING, AND TRANSPORTATION (NASA 1852.211-70) (JUNE 2000)

- (a) For all items designated as Class I, II, or III, the Contractor shall comply with NPG 6000.1E, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components," dated April 26, 1999, as may be supplemented by the statement of work or specifications of this contract.
- (b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.
- (c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

[END OF SECTION]

SECTION E

INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-2	AUG 1996	INSPECTION OF SUPPLIES--FIXED PRICE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

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

CLAUSE NUMBER	DATE	TITLE
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No NASA FAR Supplement by-reference clauses in Section E

(End of clause)

E.2 INSPECTION AND ACCEPTANCE (JSC 52.246-90) (JUN 1991)

Final inspection and acceptance shall be accomplished by the Contracting Officer or his/her duly authorized representative at NASA Lyndon B. Johnson Space Center.

(End of clause)

[END OF SECTION]

SECTION F

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.247-34	NOV 1991	F.O.B. DESTINATION

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

CLAUSE NUMBER	DATE	TITLE
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No NASA FAR Supplement by-reference clauses in Section F

F.2 COMPLETION OF WORK (JSC 52.211-95) (OCT 2001)

All work required under this contract, including submission of all reports, shall be completed on or before June 30, 2009.

(End of clause)

F.3 PHASE-IN AND PHASE-OUT

(a.) Contractor Phase-In

- (1) The services provided by this contract are vital to the Government's overall effort. Therefore, continuity of these services must be maintained at a consistently high level without disruption. To this end, the Contractor shall conduct an orderly phase-in of contract activities prior to assumption of responsibility for the effort described in the Statement of Work (SOW).
- (2) The Contractor shall have up to 30 calendar days immediately prior to the effective date of the contract in which to conduct phase-in. Office space will not be provided by the Government during the phase-in period. During this time, the Contractor shall not be responsible for performance of the effort described in the SOW. It is understood that during phase-in the predecessor contractor(s) will be performing the work, described in the SOW.

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- (3) On the effective date of the contract, the Contractor shall assume full responsibility for the effort covered by the SOW.
- (4) During phase-in, the Contractor shall:
- (i) participate in meetings with the predecessor contractor(s) to identify and discuss problems or areas requiring attention during the phase-in period; and
 - (ii) perform all activities described in the Contractor's phase-in plan submitted with its proposal, and all activities necessary, to ensure effective transfer of all effort from the predecessor contractor(s) and readiness to assume full contract performance. As a minimum, phase-in must include the following: Safety, Health and Compliance Plan must be approved by the Government, any Government Furnished Property must be inventoried; qualified staff must be available and ready to assume performance and must have been badged by JSC.

(b) The total firm-fixed-price of the 30-day phase-in period is \$0.00.

(c) The Contractor shall invoice the Government only at the completion of contract Phase-in.

(d) Contractor Phase-Out

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

(2) Upon written notice by the Contracting Officer, the Contractor shall conduct phase-out activities for up to 30 calendar days prior to the contract completion date, including:

- (i) support periodic meetings with the successor contractor(s) to identify and discuss problems or areas requiring attention during the phase-out period; and
- (ii) negotiate in good faith a plan with the successor contractor(s) to determine the nature and extent of phase-in and phase-out activities required. The plan shall include effective transfer of all effort to the successor contractor(s); training of personnel; and any other agreements or steps necessary to ensure a smooth transition between the contracts. The plan shall be subject to the Contracting Officer's approval.
- (iii) phase-out activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services (JAN 1991).

The Contractor shall accomplish phase-in in accordance with the following:

<u>Phase-In</u> HRPO	<u>Phase-in Start Date</u> June 1, 2005	<u>Days for Phase in</u> 30	<u>Contract Start Date</u> July 1, 2005
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(End of clause)

F.4 METHOD OF PLACING DELIVERY ORDERS (JSC 52.216-95) (SEPT 1998)

Delivery Orders may be placed only by the contracting officer. Delivery Orders will be in writing on JSC Form 1429 or orally, followed by written confirmation. Delivery Orders will be numbered "1," second will be Number "2", and each succeeding Delivery Order will be numbered consecutively.

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

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

(End of clause)

F.5 OPTION TO EXTEND COMPLETION DATE (JSC 52.217-90) (OCT 1996)

The Government may require the contractor to continue to perform services under this contract. The contracting officer may exercise this option by issuance of a unilateral contract modification 30 days or more before the completion date set forth in F.2, Completion of Work. Should the option be exercised, the resultant contract will include all terms and conditions of the basic contract as it exists immediately prior to the exercise of the option, except for the following changes:

OPTION 1 (Year Four) (July 1, 2008 – June 30, 2009)

B.3 (a) The guaranteed minimum contract value of work that will be ordered under this contract, and which will be initiated through the issuance of firm fixed price task orders shall be increased by \$75,000. The maximum value that can be ordered under the IDIQ provisions of this contract shall be increased by \$1,400,000 to \$ 5,250,000.

B.5 entitled "IDIQ Task Order Pricing" for Contract Year 4 shall become effective for all Task Orders on or after **July 1, 2008**.

F.2 entitled, "Completion of Work" shall be modified to extend the ending date of the contract to **June 30, 2009**.

I.2 The first paragraph of the clause entitled "Ordering" shall be modified to read: "(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **July 1, 2008** through **June 30, 2009**."

I.4 The last sentence of the clause entitled, "Indefinite Quantity" shall be modified to read, "The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective

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period; provided, that the Contractor shall not be required to make any deliveries under this contract after June 30, 2009.

OPTION 2 (Year Five) (July 1, 2009 – June 30, 2010)

B.3 (a) The guaranteed minimum contract value of work that will be ordered under this contract, and which will be initiated through the issuance of firm fixed price task orders shall be increased by \$75,000. The maximum value that can be ordered under the IDIQ provisions of this contract shall be increased by \$1,816,861 to \$7,536,615.

B.5 entitled "IDIQ Task Order Pricing" for Contract Year 5 shall become effective for all Task Orders on or after July 1, 2009.

F.2 entitled, "Completion of Work" shall be modified to extend the ending date of the contract to June 30, 2010.

I.2 The first paragraph of the clause entitled "Ordering" shall be modified to read: "(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals of activities designated in the Schedule. Such orders may be issued from July 1, 2009 through June 30, 2010."

I.4 The last sentence of the clause entitled, "Indefinite Quantity" shall be modified to read, "The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after June 30, 2010."

(End of clause)

F.6 **PLACE OF PERFORMANCE**

The primary effort required under this contract shall be performed at the Lyndon B. Johnson Space Center (JSC) and at other locations as covered by the Statement of Work.

(End of clause)

F.7 **SHIPPING INSTRUCTIONS (JSC 52.247-94) (APR 1997)**

All documentation shall be shipped to the following address:
Parcel Post Shipments and Freight Shipments

Ship to: Julie Pate Transportation Officer, Building 419, Room 186A
NASA Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696

Mark for: Accountable Property Officer

Mark with: Contract Number: **NNJ05JA01B**

For reissue to: Ester F. Holloway BJ2 Building 45, Room 110H

(End of clause)

[END OF SECTION]

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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No FAR by-reference clauses in Section G

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

CLAUSE NUMBER	DATE	TITLE
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT

III. FULL TEXT CLAUSES

G.2 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/REPRESENTATIVES OF FOREIGN CONTRACTORS (JSC 52.204-91) (MAR 2002)

(a) An employee of a domestic Johnson Space Center (JSC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the JSC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign JSC contractor/subcontractor may not be admitted to the JSC site without special arrangements. For employees as described above, advance notice must be given to the Security Office of the host installation JSC at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.

(b) All visit/badge requests for persons described in (a) above must be entered in the NASA Request for Request (RFR) and Foreign National Management System (NFMMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a JSC or WSTF badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with JSC and WSTF security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into JSC or WSTF until a completed RFR has been approved and processed through the NFMMS. Unescorted access will not be

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granted unless a favorable National Agency Check (NAC) has been completed by the JSC Security Office.

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

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

(End of clause)

G.3 IDENTIFICATION OF EMPLOYEES (JSC 52.242-92) (MAR 2002)

At all times while on Government property, the contractor, subcontractors, their employees and agents shall wear badges which will be issued by the NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC), or at the Main Gate at the White Sands Test Facility (WSTF). JSC employee badges will be issued only between the hours of 7:30 a.m. to 4 p.m., Monday through Thursday, and 7:30 am to 12:00 pm on Friday. JSC visitor badges will be issued between the hours of 6 a.m. to 10 p.m., 7 days a week. WSTF employee badges will be issued only between the hours of 8 a.m. to 2 p.m., Monday through Friday. WSTF visitor badges will be issued on a 7-day a week, 24-hour a day basis. Resident aliens and foreign nationals/representatives shall be issued green foreign national badges.

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

(End of clause)

G.4 SUBMISSION OF INVOICES (JSC 52.232-90) (OCT 1993)

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

NASA Johnson Space Center
Attn: BJ2/Ester F. Holloway
2101 NASA Parkway
Houston, Texas 77058-3696

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

(End of clause)

G.5 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (JUNE 1998) (JSC Version OCT 2004)

(a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall 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. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

User Responsibilities: Reference Document (NPG 4200.2)

Chapter 2.

2.7. Responsibility of the Individual. The contractor shall ensure that each of its employees are responsible for Government property as follows: An employee has a duty to protect and conserve Government property and shall not use such property, or allow its use, for other than authorized purposes. Additional responsibilities include the following:

2.7.1. Reporting any missing or un-tagged (meeting the criteria for control) equipment, transfer, location change, or user change of equipment to the property custodian immediately.

2.7.2. Notifying the property custodian, supervisor, and the Center security officer immediately if theft of Government property is suspected.

2.7.3. Ensuring that equipment is used only in pursuit of approved NASA programs and projects.

2.7.4. Notifying the property custodian of equipment not actively being used for determination of proper disposition.

2.7.5. Ensuring that equipment is returned through the property custodian when no longer needed. Under no circumstances will an employee throw away Government equipment.

2.7.6. Assigned users retain all responsibilities including notifying property custodians of all activity associated with the user's assigned equipment.

2.8. The contractor must ensure that all on-site contractor employees notify the contracting officer, property custodian, and SEMO upon termination of employment.

Chapter 4.

4.2.11. The user will assist the custodian in completing NF 1618 and sign in the designated block.

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

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(b)(1) The official accountable record keeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;

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

(iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 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 SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(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) 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.

(End of clause)

G.6 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77) (JULY 1997) (APR 2003)

In accordance with the clause 1852.245-71, Installation - Accountable Government Property the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

- (a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.
- (b) ODIN seats will be provided for the onsite HRPO contractor.
- (c) General and special-purpose equipment, including office furniture.

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(1) Equipment to be made available is listed in Not Applicable. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) 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 as required by the clause at 1852.245-71, Installation-Accountable Government Property.

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

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

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

(e) Installation service facilities:

1. Audiovisual: Presentation services, sound services, Release Print Film Library, Film Repository, and loan of audiovisual equipment.

2. Automatic Data Processing (ADP) Services (onsite only): Generally, this includes access to large general-purpose computer systems, workstations, and the accessing media; i.e., terminals, printers, data communications, and consultation and training in the use of said systems. Unless otherwise specified in the contract, this does not include providing computer systems or ADP services for the Contractor business management, accounting, and administrative functions.

3. Transportation: Shuttle bus service for Contractor employees within the parameters provided for Government employees.

4. Disposal Services: Disposal services for excess onsite and offsite Contractor-held/Government-owned property.

5. Fabrication Services: Fabrication services such as machining, sheet metal and welding, electronics, metal finishing, model and plastics, and precision cleaning.

6. Photography, Processing, and Closed-Circuit Television: For technical and scientific photography, photographic processing, photographic sciences, and closed-circuit television.

7. Pickup and Delivery of Official Mail: Within the Center and to and from the Albert Thomas Post Office, provided the mail is properly sealed and stamped. Such mail will be picked up or dropped from only one point as designated by JSC or, if preferred, JSC will provide a box in the central mailroom for the Contractor to pick up and deposit its mail.

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

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

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

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

(j) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

(End of clause)

G.7 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NFS 1852.227-72) (JULY 1997)

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

Title	Office Code	Address (including zip code)
New Technology Representative	AT/Technology Transfer & Commercialization Office	NASA Johnson Space Center Houston, TX 77058
Patent Representative	AT/Technology Transfer & Commercialization Office	NASA Johnson Space Center Houston, TX 77058

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries 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)

[END OF SECTION]

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION (ALTERNATE I) (AUG 2003) (ALTERNATE II) (AUG 2003)

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

CLAUSE NUMBER	DATE	TITLE
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)
1852.225-70	FEB 2000	EXPORT LICENSES

III. FULL TEXT CLAUSES

H.2 TASK ORDERING PROCEDURE (NFS1852.216-80) (OCT 1996) (ALTERNATE 1) (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.

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(c) Within fourteen (14) 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 two (2) calendar days after receipt of the task order.

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

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

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

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

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

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of all task orders, the sum of **\$5,045,300** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amounts
June 2007	\$641,000
October 2007	\$641,000
April 2008	\$641,000
May 2008	\$681,000

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **April 8, 2008**.

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

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

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

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

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

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

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

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

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

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

(End of clause)

H.4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (JSC 52.209-90) (SEP 1988)

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the Contractor's proposal number RFP NNJ0468717R, dated February 4, 2005, by reference, with the same force and effect as if it were given in full text.

(End of clause)

H.5 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

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

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

(c) The list of personnel and/or facilities (shown) 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.

b4
(End of clause)

H.6 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (JSC 52.227-91) (MAY 2002)

(a) NASA may find it necessary to release information submitted by the Contractor pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by signature on this contract, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include the following:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing post award audit support and specialized technical support to NASA;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

(c) NASA recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.

(d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

H.7 NON-DISCLOSURE AGREEMENT

It is anticipated that the Contractor will have access to, be furnished, or use the following types of recorded information:

1. Information of third parties with limited rights or restricted rights notices submitted to NASA or directly to the Contractor.
2. Information of third parties, which NASA has agreed to handle under protective arrangement.
3. Information of which NASA intends to control the use and dissemination.
4. Information governed by the Privacy Act of 1974, 5 U.S.C. 552a.

In order to provide appropriate management for protecting such information, the Contractor agrees with respect to such information to (1) use and disclose such information only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting the information to those "need to know" employees, and (2) to establish the necessary procedures to preclude disclosure of such information outside the Contractor employees assigned work area, except in accordance with the written instructions of the Contracting Officer.

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The Contractor agrees to submit a nondisclosure statement per company policy and procedures for all personnel upon employment on the HRPO contract.

(End of clause)

[END OF SECTION]

SECTION I

CONTRACT CLAUSES

CLAUSES THAT PERTAIN TO THE CONTRACT IN GENERAL

I.1 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

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

<http://ec.msfc.nasa.gov/msfc/procref.html>.

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.203-8	JAN 1997	CANCELLATION, RECISION, 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	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	JUN 1999	AUDIT AND RECORDS—NEGOTIATION
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

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52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.219-17	DEC 1996	SECTION 8(a) AWARD
52.219-18	JUN 2003	(a)(2) <u>JSC</u> ; (a)(4) <u>JSC</u> ; and (c) <u>JSC</u> NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OVERTIME COMPENSATION
52.222-19	SEP 2004	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	FEB 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-42	MAY 1989	STATEMENT OF EQUALIVENT RATES FOR FEDERAL HIRES
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION (ALT I and ALT II)
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	JUN 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-5	JAN 1997	INSURANCE – WORK ON A GOVERNMENT INSTALLATION
52.229-1	APR 1984	STATE AND LOCAL TAXES
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS

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52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHOLDING OF PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-16	APR 2003	PROGRESS PAYMENTS (ALT I) (MAR 2000) (a) <u>95%</u> and (b) <u>95%</u>
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER <u>(b)(1) 15 days</u> THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES (ALTERNATE I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (JUN 1985)
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
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED PRICE (ALTERNATE II) (APR 1984)
52.244-6	APR 2004	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
52.246-4	AUG 1996	INSPECTION OF SERVICES – FIXED PRICE
52.246-25	FEB 1997	LIMITATION OF LIABILITY—SERVICES
52.247-63	JAN 1997	PREFERENCE FOR U.S.-FLAG AIR CARRIERS
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
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
1852.242-70	SEP 1993	TECHNICAL DIRECTION
1852.243-71	MAR 1997	SHARED SAVINGS

III. FULL TEXT CLAUSES

I.2 ORDERING (52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from July 1, 2005 through June 30, 2009.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$250 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$1,500,000;

(2) Any order for a combination of items in excess of \$1,500,000 or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

(End of clause)

I.4 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

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

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

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

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(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after June 30, 2009.

(End of clause)

I.5 SPECIAL 8(a) SUBCONTRACT CONDITIONS (52.219-12) (FEB 1990)

(a) The Small Business Administration (SBA) has entered into Contract No. NNJ05JA01B with the Johnson Space Center (JSC) to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) Anadarko Industries, LLC, hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. NNJ05JA01B for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the JSC with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the JSC.

(4) That it will notify the JSC Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the JSC/LF231 Payables Group.

(End of clause)

I.6 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (52.222-42) (MAY 1989)

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

This Statement is for Information Only:
It is not a Wage Determination
Employee Class Monetary Wage--Fringe Benefits
See SF 98 in Attachment J-4

(End of clause)

I.7 DRUG-FREE WORKPLACE (FAR 52.223-6)(MAY 2001)

(a) Definitions. As used in this clause-

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"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about-

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will-

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination;

or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

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(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

(End of clause)

I.8 RIGHTS IN DATA--GENERAL (52.227-14) (JUN 1987) (AS MODIFIED BY NFS 1852-227-14 (OCT 1995))

(a) Definitions. "Computer software," as used in this clause, means computer programs, computer databases, and documentation thereof. "Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data," as used in this clause, means data (other than computer software), which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights. (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

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- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.
- (2) The Contractor shall have the right to--
- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
 - (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;
 - (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
 - (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.
- (c) Copyright--(1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.
- (2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.
- (3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.
- (d) Release, publication and use of data. (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.
- (2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract, which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.
- (3) (i) The Contractor agrees not to establish claim to copyright, publish or release to others any computer software first produced in the performance of this contract without the Contracting Officer's prior written permission.

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- (ii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(3)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.
- (iii) Whenever the word "establish" is used in this clause, with reference to a claim to copyright, it shall be construed to mean "assert".
- (e) Unauthorized marking of data. (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.
- (i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
- (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
- (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.
- (2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.
- (3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.
- (4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.
- (f) Omitted or incorrect markings. (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data,

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permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor--

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

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

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

(2)–(3) [Reserved]

(h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

I.9 SECURITY REQUIREMENTS FOR UNCLASSIFIED TECHNOLOGY INFORMATION RESOURCES (NFS 1852.204-76)(JULY 2002)

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a NASA network or operated by the Contractor for NASA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include:

- (1) Computer control of spacecraft, satellites, or aircraft or their payloads;
- (2) Acquisition, transmission or analysis of data owned by NASA with significant replacement cost should the contractor's copy be corrupted; and
- (3) Access to NASA networks or computers at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of

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1987 (40 U.S.C. 1441 et seq.) and the Government Information Security Reform Act of 2000.
The plan shall meet IT security requirements in accordance with Federal and NASA policies and procedures that include, but are not limited to:

(1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;

(2) NASA Procedures and Guidelines (NPG) 2810.1, Security of Information Technology

(3) Chapter 3 of NPG 1620.1, NASA Security Procedures and Guidelines.

(c) Within 30 days after contract award, the contractor shall submit for NASA approval an IT Security Plan. This plan must be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(d)(1) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPG 2810.1, Section 4.5; NPG 1620.1, Chapter 3; and paragraph (d)(2) of this clause. Those Contractor personnel with non-privileged access do not require personnel screening. NASA shall provide screening using standard personnel screening National Agency Check (NAC) forms listed in paragraph (d)(3) of this clause, unless contractor screening in accordance with paragraph (d)(4) is approved. 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 the government, interim access may be granted pending completion of the NAC.

(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" data 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 data 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 follows:

(i) IT-1: Fingerprint Card (FC) 258 and Standard Form (SF) 85P, Questionnaire for Public Trust Positions;

(ii) IT-2: FC 258 and SF 85, Questionnaire for Non-Sensitive Positions; and (iii) IT-3: NASA Form 531, Name Check, and FC 258.

(4) The Contracting Officer may allow the Contractor to conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures. As used here, equivalent includes a check for criminal history, as would be conducted by NASA, and completion of a questionnaire covering the same information as would be required by NASA.

(5) Screening of contractor personnel may be waived by the Contracting Officer for those individuals who have proof of --

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- (i) Current or recent national security clearances (within last three years);
- (ii) Screening conducted by NASA within last three years; or
- (iii) Screening conducted by the Contractor, within last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer under paragraph (d)(4) of this clause.
- (e) 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 NPG 2810.1, Section 4.3 requirements. The contractor may use web-based training available from NASA to meet this requirement.
- (f) The Contractor shall afford NASA, including the 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 a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime.
- (g) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of clause)

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

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

AC/Lucy V. Kranz
Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696
Phone: 281-483-0490, Fax: 281-483-2200
Email: lucy.v.kranz@nasa.gov

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

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

(End of clause)

**I.11 PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM) (FAR 52.227-11)
(JUN 1997) (AS MODIFIED BY NFS 1852.227-11)**

(a) Definitions.

(1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321, *et seq.*)

(2) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(3) "Nonprofit organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(4) "Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(5) "Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) "Subject invention" means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent application by Contractor.

(1) The Contractor will disclose each subject invention to the Federal agency within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within 2 years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States,

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the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor will file its initial patent application on a subject invention to which it elects to retain title within 1 year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure election, and filing under paragraphs (c)(1), (2), and (3) of this clause may, at the discretion of the agency, be granted.

(5) The Contractor may use whatever format is convenient to disclose subject inventions required in subparagraph (c)(1). NASA prefers that the Contractor use either the electronic or paper version of NASA Form 1679, Disclosure of Invention and New Technology (Including Software) to disclose subject inventions. Both the electronic and paper versions of NASA Form 1679 may be accessed at the electronic New Technology Reporting Web site <http://invention.nasa.gov>.

(d) *Conditions when the Government may obtain title.* The Contractor will convey to the Federal agency, upon written request, title to any subject invention-

(1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that the agency may only request title within 60 days after learning of the failure of the Contractor to disclose or elect within the specified times.

(2) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; *provided, however*, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.

(3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) *Minimum rights to Contractor and protection of the Contractor right to file.*

(1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

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(3) Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and

agency regulations, if any, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor action to protect the Government's interest.*

(1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to-

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title; and
(ii) Convey title to the Federal agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in the invention."

(5) The Contractor shall provide the Contracting Officer the following:

(i) A listing every 12 months (or such longer period as the Contracting Officer may specify) from the date of the contract, of all subject inventions required to be disclosed during the period.

(ii) A final report prior to closeout of the contract listing all subject inventions or certifying that there were none.

(iii) Upon request, the filing date, serial number and title, a copy of the patent application, and patent number and issue date for any subject invention in any country in which the Contractor has applied for patents.

(iv) An irrevocable power to inspect and make copies of the patent application file, by the Government, when a Federal Government employee is a coinventor.

(g) *Subcontracts.*

(1) The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit organization. The

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subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor shall include the clause in the NASA FAR Supplement at 1852.227-70, New Technology, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, research, design, or engineering work to be performed by other than a small business firm or nonprofit organization.

(3) In the case of subcontracts, at any tier, the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; *provided, however*, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) *Reporting on utilization of subject inventions.* The Contractor agrees to submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify.

The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

(i) *Preference for United States industry.* Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) *March-in rights.* The Contractor agrees that, with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that-

- (1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

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(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) *Special provisions for contracts with nonprofit organizations.* If the Contractor is a nonprofit organization, it agrees that-

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; *provided*, that such assignee will be subject to the same provisions as the Contractor;

(2) The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans

or proposals from applicants that are not small business firms; *provided*, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this paragraph (k)(4).

(End of clause)

[END OF SECTION]

SECTION J

ATTACHMENT J-1

JSC DATA REQUIREMENTS LIST (DRL)

**HUMAN RESOURCES AND PROCUREMENT OFFICES (HRPO)
SUPPORT SERVICES CONTRACT**

SECTION J

LIST OF ATTACHMENTS

- J-1 JSC Data Requirements List (DRL)
- J-2 JSC Data Requirements Descriptions (DRD)
- J-3 Standard Labor Categories (SLC)s
- J-4 U.S. Department of Labor Wage Determination
- J-5 Acronymns and JSC Organizations List
- J-6 Safety, Health and Compliance Plan

ATTACHMENT J-1
Human Resources and Procurement Offices (HRPO) Support Services
JSC DATA REQUIREMENTS LIST (DRL)
Based on JSC-STD-123

a. Title of Contract, Project, SOW, etc. Human Resources and Procurement Offices (HRPO) Support Services			b. Contract/RFP No. NNJ05JA01B		c. DRL Date/Mod Date June 25, 2004	
1. Line item no. HRPO-1	2. DRD Title Employee Roster	3. Frequency See DRD	4. As-of-Date	5. 1st subm. date See DRD	6. Copies a. type b. number As per DRD	
7. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request						
8. Distribution (<i>Continue on a blank sheet if needed</i>) Per DRD and CO Letter			9. Remarks			
1. Line item no. HRPO-2	2. DRD Title Safety, Health and Environmental Compliance Plan	3. Frequency See DRD	4. As-of-Date 15/30	5. 1st subm. date See DRD	6. Copies a. type b. number As per DRD	
7. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request						
8. Distribution (<i>Continue on a blank sheet if needed</i>) Per DRD and CO Letter			9. Remarks			
1. Line item no. HRPO-3	2. DRD Title Monthly Safety and Health Metrics	3. Frequency See DRD	4. As-of-Date	5. 1st subm. date See DRD	6. Copies a. type b. number As per DRD	
7. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request						
8. Distribution (<i>Continue on a blank sheet if needed</i>) Per DRD and CO Letter			9. Remarks			
1. Line item no. HRPO-4	2. DRD Title Nondisclosure Statements	3. Frequency See DRD	4. As-of-Date	5. 1st subm. date See DRD	6. Copies a. type b. number As per DRD	
7. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request						
8. Distribution (<i>Continue on a blank sheet if needed</i>) Per Contracting Officer's letter			9. Remarks			

ATTACHMENT J-1
Human Resources and Procurement Offices (HRPO) Support Services
JSC DATA REQUIREMENTS LIST (DRL)
Based on JSC-STD-123

1. Line item no. HRPO-5	2. DRD Title Wage/Salary and Fringe Benefit Data	3. Frequency See DRD	4. As-of-Date	5. 1st subm. date See DRD	6. Copies a. type b. number Per DRD
7. Data type: <input type="checkbox"/> (1) Written approval (Plan) <input checked="" type="checkbox"/> (2) Mandatory Submittal (Reports) <input type="checkbox"/> (3) Submitted upon request					
8. Distribution (<i>Continue on a blank sheet if needed</i>) As per DRD and Per Contracting Officer's letter			9. Remarks		
1. Line item no. HRPO-6	2. DRD Title IT Security Plan	3. Frequency See DRD	4. As-of-Date	5. 1st subm. date See DRD	6. Copies a. type b. number Per DRD
7. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request					
8. Distribution (<i>Continue on a blank sheet if needed</i>)			9. Remarks		
1. Line item no. HRPO-7	2. DRD Title Monthly Task Order Progress Reports	3. Frequency See DRD	4. As-of-Date	5. 1st subm. date See DRD	6. Copies a. type b. number Per DRD
7. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request					
8. Distribution (<i>Continue on a blank sheet if needed</i>)			9. Remarks		
1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type b. number
7. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request					
8. Distribution (<i>Continue on a blank sheet if needed</i>)			9. Remarks		

SECTION J

ATTACHMENT J-2

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

1. DRD Title HRPO- 1 Employee Roster	2. Date of current version 11/3/04	3. DRL Line Item No. 1	RFP/Contract No. (Procurement completes) NNJ05JA01B
Use (Define need for, intended use of, and/or anticipated results of data) Identifies contractor employees working on-site at Johnson Space Center. May be used during floor checks.		5. DRD Category : (check) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional) None		
8. Preparation Information (Include complete instructions for document preparation)			

a. Data Type - Type 2 – Mandatory Submittal

b. Scope – The contractor shall provide an Employee Roster of all personnel performing work on JSC Contract NNJ05JA01B.

c. Content - The contractor shall provide the name, telephone number (JSC extension), location, and the name of the organization the employee supports for each contractor employee working on-site at Johnson Space Center under the Human Resources and Procurement Offices (HRPO) Support Services Contract

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

a. Submission:

i. Initial – Due 30 days after contract start

ii. Frequency – Annually or As required to track personnel changes

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

i. Initial – Contracting Officer, COTR, 1 Electronic Posting as per CO direction

ii. Annual Update – Contracting Officer, COTR, 1 Electronic Posting as per CO direction

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

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title RPO – 2 Safety, Health and environmental Compliance Plan	2. Current Version Date 12/04	3. DRL Line Item No. 2	RFP/Contract No. (Procurement completes) NNJ05JA01B
4. Use (Define need for, intended use of, and/or anticipated results of data) Establishes Safety, Health, and Environmental Compliance Plan for contractors providing support to JSC organizations			
***The Office of Primary Responsibility for this DRD is the JSC Safety, Reliability, and Quality Assurance Office			
5. DRD Category: (check one) <input type="checkbox"/> Technical <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> SR&QA			
6. References (Optional) NPG 8715.3 (as revised); JPG 1700.1 (as revised)		7. Interrelationships (e.g., with other DRDs) (Optional) See block 8. below	
8. Preparation Information (Include complete instructions for document preparation)			

Data Type- 1 Written Approval

NOTE: UPON NASA APPROVAL, THE CONTRACTOR'S SAFETY, HEALTH, and ENVIRONMENTAL COMPLIANCE PLAN ("The Plan") BECOMES A CONTRACTUAL REQUIREMENT.

Frequency of submission:

1. Initial – Due with initial proposal submission
2. Approval – Prior to contract start data
3. Submission Frequency –As Required

Distribution.

NS/Safety and Test Operations Division (2 copies)
SD13/Occupational Health Officer (1 copy)
A131 / Environmental Services (1 copy)
Contracting Officer's technical Representative (1 copy)
Electronic copy posted as per CO direction
Additional distribution per CO letter.

Subsequent revisions to the plan. The contractor may revise the plan at any time or at the direction of the Government. Revisions are subject to Government review and approval. Distributions of approved revisions will be as described above.

Other deliverables. The requirements for this plan as detailed in the instructions on plan content below include instructions for specific reports and data to be submitted to the Government. These instructions are to be included in the plan and represent contractual commitments by the contractor to provide this information.

Format:

1. Cover page - to include as a minimum the signatures of Contractor's project manager and designated safety official (if different); NASA COTR; JSC Occupational Safety Branch; and the NASA Contracting Officer. Other signatures may be required at the discretion of the Government.
2. Table of Contents. See content below.
3. Body of plan - as required. Contractor's format is acceptable but should be traceable to the elements of the content below.
4. When preparing its plan, the offeror/contractor is expected to review all the items below and tailor its plan accordingly. Certain requirements set forth in this DR may be specific for contractor operations performed at JSC, Ellington Field, or Sonny Carter Training Facility in the Clear Lake, Texas, area; tailoring of the plan to the requirements of specific establishments is acceptable. The plan will clearly identify those resources to be provided by the contractor and provided by the Government. This review and supporting rationale is to be made available to the Government as part of this plan. It can be documented as a checklist or outline, inserted directly in the body of the

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

plan, or in any format developed by the contractor that clearly conveys the results of this review including the basis for any underlying assumptions.

5. Authority: FAR 52.223-1 through -5, -10; NFS 18-23.70, 18-52.223-70, 18-52.223-73. Content:

1. **MANAGEMENT LEADERSHIP AND EMPLOYEE PARTICIPATION.**

- 1.1. Policy. Provide the contractor's safety, health, and environmental compliance policy statement with the plan. Compare the contractor's policy statement with those of NASA and OSHA and discuss any differences.
- 1.2. Goals and Objectives.
 - 1.2.1. Describe specific safety and health goals and objectives to be met. Discuss status of safety program using the "Performance Evaluation Profile" as safety performance criteria. Describe the contractor's approach to continuous improvement (including milestone schedule) using level 5 of the Performance Evaluation Profile as a guideline.
 - 1.2.2. Describe Environmental Goals & Objectives to be met for the following:
 - a. Pollution Prevention and Source Reduction of:
 - (1) Hazardous and Industrial Solid Wastes
 - (2) Solid Wastes (trash, refuse)
 - (3) Wastewater Discharges (sanitary sewerage)
 - (4) Air Emissions
 - (5) Medical & Radiological Discharges
 - b. Affirmative Procurement (Purchase of Environmentally Preferable Materials IAW Executive Order)
 - c. Hazardous Materials Handling/Purchasing/Reduction/Replacement
 - d. Elimination from Specifications and Standards requirements for the use of Hazardous/Toxic Substances & Materials
 - e. Use of an Environmental Planning Checklist to review & document Impacts of New and Modified Programs, Projects, Activities and Operations.
 - f. Life cycle analysis and costing
 - g. Incorporating Environmental Requirements in Subcontracts
 - h. Participation in JSC Recycling
 - i. Outreach programs
- 1.3. Management Leadership. Describe management's procedures for implementing its commitment to safety, health, and environmental compliance through visible management activities and initiatives including a commitment to exercise management prerogatives to ensure workplace safety and health. Describe processes and procedures to making this visible in all contract and subcontract activities and products. Include a statement from the project manager or designated safety official indicating that the plan will be implemented as approved and that the project manager will take personal responsibility for its implementation.
- 1.4. Employee Involvement. Describe procedures to promote and implement employee (e.g., non-supervisory) involvement in safety, health, and environmental compliance program development, implementation and decision-making. Describe the scope and breadth of employee participation to be achieved so that approximate safety and health risk areas of the contract are equitably represented.
- 1.5. Assignment of Responsibility. Describe line and staff responsibilities for safety and health program implementation. Identify any other personnel or organization that provides safety services or exercises any form of control or assurance in these areas. State the means of communication and interface concerning related issues used by line, staff, and others (such as documentation, concurrence requirements, committee structure, sharing of the work site with NASA and other contractors, or other special responsibilities and support.) As a minimum, the contractor will identify the following:
 - 1.5.1. Safety Representative - identify by title the individual who will be trained and certified in accordance with JPG 1700.1 to be responsive to Center-wide safety, health, environmental, and fire protection concerns and goals, and who will participate in meetings and other activities related to the JSC Safety and Health program.
 - 1.5.2. Company Physician/Occupational Injury/illness case manager - identify a point of contact who is responsible for the transfer or receipt of company medical data and who will be the primary contact for the company in the event any employee suffers a work related injury or illness (such as the company physician) by name, address, and telephone number to the JSC Clinic, mail code SD22. This will facilitate communication of medical data to contractor management. Prompt notification to the JSC Occupational Health/ Clinic shall be given of any changes that occur in the identity of the point of contact. A letter to the JSC Occupational Health Office can accomplish initial identification of point of contact and subsequent updates with a copy sent to the Contracting Officer. The initial letter is to be received by the Government prior to contract start.

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- 1.5.3. Building Fire Wardens - provide a roster of fire wardens (their names, phone numbers and pagers, and mail codes). Contractor fire wardens are needed to facilitate the JSC fire safety program, including coordination of related issues with NASA facility managers and emergency planning and response officials and their representatives. Fire wardens will be trained in accordance with JPG 1700.1. The roster shall be maintained by letter to JSC Occupational Safety, mail code NS2, with copies to the Contracting Officer and Contracting Officer's Technical Representative. The initial letter shall be received by the Government not later than 15 days after contract start.
- 1.5.4. Designated Safety Official - identify by title the official(s) responsible for implementation of this plan and all formal contacts with regulatory agencies and with NASA.
- 1.6. Provision of Authority. Describe consistency of the plan for compliance with applicable NASA and JSC requirements and contractual direction as well as applicable Federal, state, and local regulations and how compliance will be maintained throughout the life of the contract.
- 1.7. Accountability. Describe procedures for ensuring that management and employees will be held accountable for implementing their tasks in a safe and healthful and environmentally compliant manner. The use of traditional and/or innovative personnel management methods (including discipline, motivational techniques, or any other technique that ensures accountability) will be referenced as a minimum and described as appropriate.
- 1.8. Program Evaluation. The program evaluation consists of:
 - 1.8.1. Participation in a Performance Evaluation Profile (PEP) survey at the request of the Government. The PEP survey normally will be scheduled and administered at the discretion of the Government. If the Government chooses not to do the PEP in a given year, the contractor may at its option initiate its own PEP by contacting JSC Occupational Safety, code NS2, for assistance. The contractor will not be required to take two or more PEP surveys in any contract year.
 - 1.8.2. [Reserved.]
 - 1.8.3. A written self-evaluation report to be delivered by Sept 30 of each year. The self-evaluation shall follow the VPP program evaluation report format found in OSHA TED 8.1, Revised Voluntary Protection Programs (VPP) Policies and Procedures Manual, Appendix H, "Format for Program Evaluation Report", as mandated by the cognizant OSHA regional office. Contractors who have submitted a written self-evaluation as a VPP site may submit their original report to OSHA in lieu of writing a new self-evaluation provided that all action plans and status are updated. The self evaluation shall as a minimum cover the elements of the approved safety and health plan.
 - 1.8.4. Miscellaneous Reports. The contractor will acknowledge the following as standing requests of the Government and to be handled as described below.
 - a. Roster of Terminated Employees. Identify personnel terminated by contractor. Send to the JSC Occupational Health Officer, mail code SD13, no later than 30 days after the end of each contract year or at the end of the contract, whichever is applicable. At the contractor's discretion, the report may be submitted for personnel changes during the previous year or cumulated for all years. Information required:
 - (1) Date of report, contractor identity and contract number.
 - (2) For each person listed, provide name, social security number, and date of termination.
 - (3) Name, address, and telephone number of contractor representative to be contacted for questions or other information.
 - b. Material Safety Data. The contractor shall prepare and/or deliver Material Safety Data for hazardous materials brought onto Government property or included in products delivered to the Government. This data is required by the Occupational Safety and Health Administration (OSHA) regulation, 29 CFR 1910.1200, "Hazard Communication", EPA "Emergency Planning and Community Right-to-Know (EPCRA, ref. 40 CFR 302, 311, 312); and the Texas Department of Health (TDH, ref. Chapters 505-507 of the Health and Safety Code), and Federal Standard 313 (or FED-STD-313), "Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities", as revised. 1 copy of each MSDS will be sent upon receipt of the material for use on NASA property to the JSC Central Repository, Occupational Health and Test Support, Mail Code SD13, along with information on new or changed locations and/or quantities normally stored or used. If the MSDS arrives with the material and is needed for immediate use, the MSDS shall be delivered to the Central Repository by close of business of the next working day after it enters the site.
 - c. Hazardous Materials Inventory. The contractor shall compile an inventory report of all hazardous materials it has located on Government property not less than annually, and which is within the scope of 29 CFR 1910.1200, "Hazard Communication"; and Federal Standard 313 (or FED-STD-313), "Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities", as revised. The call for this annual inventory and instructions for delivery will be issued by the

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JSC Occupational Health and Test Support Office, mail code SD13. This information shall use the format used by JSC for chemical inventory compilation to provide the following:

- (1) the identity of the material;
- (2) the location of the material by building and room;
- (3) the quantity of each material normally kept at each location
- (4) peak quantity stored
- (5) actual or estimated rate of annual usage of each chemical

- 1.9. Government Access to Safety and Health Program Documentation. The contractor shall recognize in its plan that it will be expected to make all safety, health, and environmental documentation (including relevant personnel records) available for inspection or audit at the Government's request. Electronic access by the Government to this data is preferred as long as Privacy Act requirements are met and Government safety and health professionals and their representatives have full and unimpeded access for review and audit purposes. For contractor activities conducted on NASA property, the contractor will identify what records it will make available to the Government in accordance with the Voluntary Protection Program criteria of OSHA as implemented in JPG 1700.1, "JSC Safety and Health Handbook", as revised. For the purpose of this plan, safety, health, and environmental compliance documentation includes but is not limited to logs, records, minutes, procedures, checklists, statistics, reports, analyses, notes, or other written or electronic document which contains in whole or in part any subject matter pertinent to safety, health, environmental protection, or emergency preparedness.
- 1.10. The contractor may be requested to participate in the review and modification of safety requirements that are to be implemented by the Government including any referenced documents therein. This review activity will be implemented at the direction of the NASA Contracting Officer's Technical Representative in accordance with established NASA directives and procedures.
- 1.11. Procurement. Identify procedures used to assure that procurements are reviewed for safety, health and environmental compliance considerations and that specifications contain appropriate safety criteria and instructions. Set forth authority and responsibility to assure that safety tasks are clearly stated in subcontracts.
- 1.12. Certified Professional Resources. Discuss your access to certified professional resources for safety, health, and environmental protection. Discuss their roles in motivation/awareness, worksite analysis, hazard prevention and control, and training.
WORKSITE ANALYSIS. Hazards shall be systematically identified through a combination of surveys, analyses, and inspections of the workplace, investigations of mishaps and close calls, and the collection and trend analysis of safety and health data such as: records of occupational injuries and illnesses; findings and observations from preventive maintenance activities; reports on hazardous substance spills and inadvertent releases to the environment; facilities related incidents related to partial or full loss of systems functions; etc. Hazards identified by any of the techniques identified below shall be ranked and processed in accordance with JPG 1700.1. All hazards on NASA property, which are immediately dangerous to life or health, shall be reported immediately to the Occupational Safety Office. All safety engineering products that address operations, equipment, etc., on NASA property will be subject to JSC SR&QA review and concurrence unless otherwise waived by the JSC Occupational Safety Office.
- 2.1. Industrial Hygiene. Describe your industrial hygiene program and how it will be coordinated with the JSC government provided resources for industrial hygiene. In the event corporate resources are used to determine workplace exposures, copies of all monitoring data shall be provided to JSC Occupational Health within 15 days of receipt of results.
- 2.2. Hazard Identification. Describe the procedures and techniques to be taken to compile an inventory of hazards associated with the work to be performed on this contract. This inventory of hazards shall address the work specified in this contract as well as operations and work environments in the vicinity or in close proximity to contract operations. The results will be reported to the Government in a manner suitable for inclusion in facilities baseline documentation as a permanent record of the facility. Specific techniques to be considered include:
 - 2.2.1. Comprehensive Survey – A "wall to wall" engineering assessment of the work site including facilities, equipment, processes, and materials (including wastes – (TNRCC/EPA solid & hazardous, radioactive, explosives, medical-infectious-biological). The comprehensive survey will establish a baseline of hazards that may put contract assets at risk as early as is feasible, preferably at contract start.
 - 2.2.2. Change (Pre-use) Analysis – Typically addresses modifications in facilities, equipment, processes, and materials (including waste); and related procedures for operations and maintenance. Change analyses periodically will be driven by new or modified regulatory and NASA requirements.
- 2.3. Hazard Analysis – may address facilities, systems/subsystems, operations, processes, materials (including waste), and specific tasks or jobs. Analyses and report formats will be in accordance with JSC 17773, "Preparing of Hazard Analyses for JSC Ground Operations."
- 2.3. Inspections.

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(Based on JSC-STD-123)

- 2.3.1. Routine Inspections. Includes assignments, procedures, and frequency for regular inspection and evaluation of work areas for hazards and accountability for implementation of corrective measures. The contractor will describe administrative requirements and procedures for control of and regularly scheduled inspections for fire and explosion hazards. The contractor has the option, in lieu of this detail, to identify policies and procedures with the stipulation that the results (including findings) of inspections conducted on NASA property or involving Government furnished property will be documented in safety program evaluations or the monthly Accident/Incident Summary reports. Inspections will identify
 - a. Discrepancies between observed conditions and current requirements, and
 - b. New (not previously identified) or modified hazards.
- 2.3.2. Protective Equipment. Set forth procedures for obtaining, inspecting, and maintaining all appropriate protective equipment, as required, or reference written procedure pertaining to this subject. Set forth methods for keeping records of such inspections and maintenance programs.
- 2.4. Employee Reports of Hazards – identification of methods to encourage employee reports of hazardous conditions (e.g., close calls) and analyze/abate hazards. The contractor will describe steps it will take to create reprisal-free employee reporting with emphasis on management support for employees and describe methods to be used to incorporate employee insights into hazard abatement and motivation / awareness activities.
- 2.5. Accident and Record Analysis.
 - 2.5.1. Mishap Investigation – identification of methods to assure the reporting and investigation of mishaps including corrective actions implemented to prevent recurrence. The contractor will describe the methods to be used to report and investigate mishaps on NASA property and on contractor or third party property. The contractor will describe its procedures for implementing use of NASA forms as specified in JPG 1700.1 and alternate forms used by contractor with emphasis on timely notification of NASA; investigation procedures; exercise of jurisdiction over a mishap investigation involving NASA and other contractor personnel; follow up of corrective actions; communication of lessons learned to NASA; and solutions to minimize duplications in reporting and documentation including use of alternate forms, etc. The contractor will discuss its procedures for immediate notification requirements for fires, hazardous materials releases, and other emergencies. The contractor will include appropriate details to address the use of NASA Form 1627, "Mishap Report" (or equivalent), including 24-hour and ten-day mishap reports to JSC Occupational Safety, mail code NS2. Note: the NASA Form 1627 is not attached since it is a three part carbonless form not conducive to reproduction. This form can be obtained from JSC's Printing Services.
 - 2.5.2. Trend Analysis – describe approach to performing trend analysis of data (occupational injuries and illnesses; facilities, systems, and equipment performance; maintenance findings; etc.) Discuss methods to identify and abate common causes indicated by trend analysis. In support of site-wide trend analysis to be performed by the Government, the contractor will discuss method of providing data as follows:
 - a. Accident/Incident Summary Report. The contractor shall prepare and deliver Accident/Incident Summary Reports as specified on JSC Form 288, "Accident / Incident Statistics" (attached), as revised. All new and open mishaps, including vehicle accidents, incidents, injuries, fires, and close calls shall be described in summary form along with current status. Negative reports are also required monthly. Report frequency is monthly; Date due is the 10th day of the month following each month reported. Report to be delivered to the JSC Safety, Reliability, and Quality Assurance Office through the Occupational Safety Office, mail code NS2, by fax to 281-244-0426 or by attaching to an e-mail and transmitting to mishaps@ems.jsc.nasa.gov.
 - b. Log of Occupational Injuries and Illnesses. For each establishment on and off NASA property that performs work on this Contract, the Contractor shall deliver to the Government a copy of its annual summary of occupational injuries and illnesses (or equivalent) as described in Title 29, Code of Federal Regulations, Subpart 1904.5. Copy of all summaries as required above under Contractor's cover letter. If contractor is exempt by regulation from maintaining and publishing such logs, equivalent data in contractor's format is acceptable (such as loss runs from insurance carrier) which contains the data required by JSC Form 288. Data shall be compiled and reported by calendar year and provided to the Government within 45 days after the end of the year to be reported (e.g. not later than February 15 of the year following.)
3. HAZARD PREVENTION AND CONTROL. Identified hazards must be eliminated or controlled. In the multiple employer environment of the center, it is required that hazards including discrepancies and corrective actions be collected in a center wide information system (Hazard Abatement Tracking System (HATS) for risk management purposes. Describe your approach to implementing this requirement.
 - s.1. Appropriate Controls. Discuss approach to consideration and selection of controls. Discuss use of hazard reduction precedence sequence (see JPG 1700.1). Discuss approach to identifying and accepting any residual

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

- risk. Discuss implementation of controls including verifying effectiveness. Discuss scope of coverage (hazardous chemicals, equipment, discharges, waste, energies, etc.). Discuss need for coordination with safety, health, environmental services, and emergency authorities at NASA.
- 3.2. Hazardous Operations and Processes. Establish methods for notification of personnel when hazardous operations and processes are to be performed in their facilities or when hazardous conditions are found to exist during the course of this contract. JPG 1700.1 will serve as a guide for defining, classifying, and prioritizing hazardous operations; 29 CFR 1910.119 will be the guide for hazardous processes. Develop and maintain a list of hazardous operations and processes to be performed during the life of this contract. The list of hazardous operations and processes will be provided to JSC as part of the plan for review and approval. JSC and the Contractor will decide jointly which operations and processes are to be considered hazardous, with JSC as the final authority. Before hazardous operations or processes commence, the Contractor will develop a schedule to develop written procedures with particular emphasis on identifying the job safety steps required. NASA will have access on request to any contractor data necessary to verify implementation. For all identified operations or processes that may have safety or health implications outside contract operations, the contractor shall identify such circumstances to the JSC Occupational Safety Branch and Occupational Health and Test Support Office who will provide additional instructions for further NASA management review and approval.
- 3.3. Written Procedures. Identification of methods to assure that the relevant hazardous situations and proper controls are identified in documentation such as inspection procedures, test procedures, etc., and other related information. Describe methods to assure that written procedures are developed for all hazardous operations, including testing, maintenance, repairs, and handling of hazardous materials and hazardous waste. Procedures will be developed in a format suitable for use as safety documentation (such as a safety manual) and be readily available to personnel as required to correctly perform their duties.
- 3.4. Hazardous Operations Permits. Identify facilities, operations and/or tasks where hazardous operations permits will be required as specified in JPG 1700.1 such as confined space entry, hot work, etc.) Set forth guidance to adhere to established NASA JSC procedures. Clearly state the role of the safety group or function to control such permits.
- 3.5. Operations Involving Potential Asbestos Exposures. Set forth method by which compliance is assured with JSC Asbestos Control Program as established in JPG 1700.1, as revised, and JPG 8800.1, "Asbestos Control Manual," as revised.
- 3.6. Operations Involving Exposures to Toxic or Unhealthful materials. Such operations must be evaluated by the JSC Occupational Health Office and must be properly controlled as advised by same. JSC Occupational Health Office must be notified prior to initiation of any new or modified operation potentially hazardous to health.
- 3.7. Environmental Operations & Activities
- 3.7.1. Operations Involving Hazardous Waste. Identify procedures used to manage hazardous waste from point of generation through disposal. Clearly identify divisions of responsibility between contractor and NASA for hazardous waste generated throughout the life of the contract. Operations that occur on site at JSC, SCTF, or Ellington Field must be evaluated by the JSC Environmental Services Office and must be properly controlled as advised by same. JSC Environmental Services Office must be notified prior to initiation of any new or modified operations, equipment, systems, or activities generating new hazardous wastes or where the chemicals change or there are volume increases of 25% or more on site at JSC, SCTF, or Ellington Field.
- 3.7.2. Operations Involving New or Modified Emissions/Discharges to the Environment. Set forth methods for identifying new or modified emissions/discharges and coordinating results with the Environmental Services Office, mail code JA131. Set forth a plan of procedures to conduct pollution prevention, waste minimization or source reduction/elimination of environmental pollution. Address management and continuous improvement for the reduction of hazardous materials; substitution of non-hazardous or less hazardous materials for hazardous materials; proper segregation of hazardous wastes from non-hazardous wastes; and other methods described by NASA, EPA, GSA, and Executive Order recycled content / affirmative procurement purchases. The JA131/Environmental Office is the single point of contact for coordinating all JSC environmental permits. Emphasis shall be placed on providing for sufficient lead time for processing permits through the appropriate state agency and/or the Environmental Protection Agency.
- 3.8. Discuss your responsibilities for maintaining facilities baseline documentation in accordance with JSC requirements. The contractor will implement any facilities baseline documentation tasks (including safety engineering) as provided in the contractor's plan approved by NASA or as required by Government direction.
- 3.9. Preventive Maintenance. Discuss approach to preventive maintenance. Describe scope, frequency, and supporting rationale for your preventive maintenance program including facilities and /or equipment to be emphasized or de-emphasized. Discuss methods to promote awareness in the NASA community (such as alerts, safety flashes, etc.) when preventive maintenance reveals design or operational concerns in facilities and equipment (and related processes where applicable).

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(Based on JSC-STD-123)

- 3.10. Medical (Occupational Healthcare) Program. Discuss your medical surveillance program and injury /illness case management to evaluate personnel and workplace conditions to identify specific health issues and prevent degradation of personnel health as a result of occupational exposures. Discuss approach to Cardiopulmonary Resuscitation (CPR), first aid, and , return to work policies and the use of government provided medical and emergency facilities for the initial treatment of occupational injuries/illnesses.
- 3.11. Hazard Correction and Tracking. Discuss your system for correcting and tracking safety, health, and environmental hazards with particular emphasis on integration with JSC's Hazard Abatement Process (found online at <http://wwwsrqa.jsc.nasa.gov/HATS/>). (The scope is restricted to establishments at JSC, Sonny Carter Training Facility, and Ellington Field.) This includes the following:
- 3.11.1. Personnel awareness of hazards. Discuss your approach to communicate unsafe conditions and approved countermeasures to your employees. Discuss your approach to communicating such conditions to the Government and other contractors whose personnel may be exposed to such unsafe conditions. Discuss communications with facility managers. Discuss use of the NASA Lessons Learned Information System for both obtaining lessons from other sources and as a repository for lessons learned during performance of the contract.
- 3.11.2. Interim and Final Abatement Plans. Describe how you will approach interim and final abatement of hazards. Describe how you will provide data to the JSC Hazard Abatement Tracking System for all hazards that are not finally abated (all interim and final abatement actions completed) within 30 days of discovery. Discuss your approach to posting such plans using JSC Form 1240, "JSC Notice of Safety or Health Hazard and Action Plan", or equivalent. Discuss compatibility of your system with JSC's the role of facility managers in abatement planning, implementation, and verification.
- 3.12. Disciplinary System. Describe your system for ensuring safety and health discipline in your personnel (including subcontractors). Describe your approach to modifying personnel behaviors when personnel are exhibiting discrepant safety and health performance.
- 3.13. Emergency Preparedness. Discuss approach to emergency preparedness and contingency planning which addresses fire, explosion, inclement weather, environmental spill /releases, etc. Discuss compliance with 29 CFR 1910.120 (HAZWOPER) and role in JSC Incident Command System (see JPG 1700.1 for details). Discuss methods to be used for notification of JSC emergency forces including emergency dispatcher, safety hotline, director's safety hotline, etc. Discuss establishment of pre-planning strategies through procedures, training, drills, etc. Discuss methods to verify emergency readiness.
- SAFETY AND HEALTH TRAINING.** Describe the contractor's training program including identification of responsibility for training employees to assure understanding of safe work practices, hazard recognition, and appropriate responses for protective and/or emergency countermeasures, including training to meet federal, state, and local regulatory requirements. In doing so, the contractor will factor parallel requirements found in other mandates such as environmental protection [example: 29 CFR 1910.38 for emergency action plans and fire prevention plans versus EPA Resource Conservation & Recovery Act (RCRA) for Emergency Planning and Community Right-to-know (EPCRA).] Describe approach to identifying training needs including traceability to exercises such as job safety analyses, performance evaluation profiles, hazard analyses, mishap investigations, trend analyses, etc. Describe approach to training personnel in the proper use and care of protective equipment (PPE). Discuss tailoring of training towards specific audiences (management, supervisors, and employees) and topics (safety orientation for new hires, specific training for certain tasks or operations). Discuss approach to ensure that training is retained and practiced. Discuss personnel certification programs. Certifications should include documentation that training requirements and physical conditions have been satisfied (examples include physical examination, testing, and on-the-job performance). Address utilization of JSC safety and health training resources (such as asbestos worker training/certification, hazard communication, confined space entry, lockout/tagout, etc.) as appropriate with particular emphasis on programs designed for the multiple employer work environment on NASA property. All training materials and training records will be provided to NASA, and other federal, State, and local agencies for their review upon request. If the contractor wishes to train their personnel in any regulatory mandated training, an agreement will be secured with JSC Occupational Safety Branch and Occupational Health and Test Support office prior to beginning training. The agreement will ensure that safety and health training resources available from NASA are utilized where appropriate and to ensure that contractor-supplied training is in agreement with JSC safety and health processes.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title RPO- 3 Monthly Safety and Health Metrics	2. Current Version Date 04/01 (replaces 01/01 version)	3. DRL Line Item No. 3	RFP/Contract No. (Procurement completes) NNJ04JA65B
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4. Use (Define need for, intended use of, and/or anticipated results of data)

Establishes selected Safety and Health Program metrics

***The Office of Primary Responsibility for this DRD is the JSC Safety, Reliability, and Quality Assurance Office

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

6. References (Optional)

7. Interrelationships (e.g., with other DRDs) (Optional)
DRD - 2

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

Data Type – Type 2 Mandatory Submittal

Frequency of submission. Monthly by 10th of month following month being reported.

Distribution

NT2/Occupational Safety Branch (2 copies)

SD26/Occupational Health Officer (1 copy)

Contracting Officer's Technical Representative (COTR) (1 copy)

Format: electronic to NT2, SD26; hard copy to COTR. Send as Excel spreadsheet or in tables compatible with MS Word.

Definitions. Refer to JPG 1700.1 and OSHA requirements for definitions of terms below.

Scope. The scope of the information required is limited to the JSC-administered establishments of Houston Texas at NASA Road One; Sonny Carter Training Facility; and Ellington Field.

Content.

I. Management Commitment and Employee Involvement.

Date of Management Safety Committee Meeting		Type/Title of Meeting	No. of Managers attending		No. of supervisors attending		No. of non-supervisory attending	
This month	Year to date		This month	Year to date	This month	Year to date	This month	Year to date

Include electronic copies of minutes or representative information

No. of Employee Safety Meeting		Type/Title of Meeting	No. of Employees attending		No. of managers/supervisors attending	
This month	Year to date		This month	Year to date	This month	Year to date

Include electronic copies of minutes or representative information

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Worksite Analysis. Refer to JPG 1700.1 for definitions of terms.

Division	No. of Hazard Analyses				No. of Job Safety Analyses				No. of Routine Inspections			
	Required		Performed		Required		Performed		Required		Performed	
	This month	Year to Date	This month	Year to Date	This month	Year to Date	This month	Year to Date	This month	Year to Date	This month	Year to Date
Total												

III. Hazard Prevention and Control - hazards below were found during routine and special inspections, close calls, mishap investigations, etc., and require correction.

No. of Hazards found			No. of Hazards closed <30 days			No. of Hazards open <30 days	No. of Hazards open >30 days			No. of Hazards closed >30 days			No. of JF1240s in place
Prior to month	This month	Year to date	Prior to month	This month	Year to date		Prior to month	This month	Year to date	Prior to month	This month	Year to date	

Attach copies (electronic ok if sent by e-mail) of JF 1240's (or equivalent) including monthly updates. Mark JF 1240's where abatement has been completed as closed.

(c.) Safety and Health Training - List courses specific to loss control initiatives (such as slips/trips falls, material handling; (c.) Report other training as "Generic safety training not otherwise specified" (examples include Hazard Communication, Confined Space entry, HAZWOPER, system safety, job safety analysis, etc.) Do not include job proficiency course work where safety is an issue (such as radiography, welding, painting, etc.)

Course Title	No. to be Trained	No. Trained	On Schedule

1. DRD Title HRPO- 4 Nondisclosure Statements	2. Date of current version 11/3/04	3. DRL Line Item No. 4	RFP/Contract No. (Procurement completes) NNJ05JA01B
Use (Define need for, intended use of, and/or anticipated results of data) Agreement made between contractor employees and the Government to protect contract proprietary data and management sensitive Government Information.		5. DRD Category : (check) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional) None		

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

- a. Data Type - Type 2 – Mandatory Submittal
 - b. Scope – The contractor shall submit Non-Disclosure Agreements for all personnel upon employment on the Human Resources and Procurement Offices (HRPO) Support Services Contract.
 - c. Content - Nondisclosure statements shall be prepared in accordance with company policies and procedures and the requirements of the HRPO Contract.
 - d. Format - Contractor's electronic format is acceptable.
 - a. Submission:
 - i. Initial – Required for all employees prior to contract start
 - ii. Frequency – As necessary to meet 100% compliance for all employees
 - b. Distribution: Distribution specified below plus additional distribution per Contracting Officer's Letter
 - i. Initial – Contracting Officer, COTR, 1 Electronic Posting as per CO direction
 - ii. Frequency – Contracting Officer, COTR, 1 Electronic Posting as per CO direction
 - iii. Updates – As required by the Contracting Officer
9. Maintenance – Revision shall be accomplished by complete reissue.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title	2. Current Version Date	3. DRL Line	RFP/Contract No. (Procurement completes)
HRPO-5 Wage/Salary and Fringe Benefit Data	9/10/03	5	NNJ05JA01B

4. USE (Define need for, intended use of, and/or anticipated results of data)

The Wage/Salary and Fringe Benefit Data will be used by the NASA Contracting Officer and the Contract Labor Relations Office to provide the necessary data for submittal of Standard Form (SF) 98, Notice of Intention to Make a Service Contract and Response to Notice, to the Department of Labor, and to assist in the monitoring of Service Contract Act compliance.

5. DRD Category: (check)	Technical	<input checked="" type="checkbox"/> Administrative	SR&QA
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6. References

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

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

a. Data Type – Type 2 Mandatory Submittal

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

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

APPLICABLE DOCUMENTS: None

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

e. Submission:

i. Initial – Due 30 days after contract start

ii. Frequency – Annually, 90 days prior to the anniversary date of the contract required

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

BJ2/Contracting Officer

BA2/JSC Contract Labor Relations Officer

9. Maintenance – Revision shall be incorporated by change page or complete reissue.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

FORM 2

WORK SHEET FOR SF-98 DATA
WAGE RATE INFORMATION

<u>CONTRACTORS LABOR CLASSIFICATION</u>	<u>WAGE DETERMINATION CLASSIFICATION</u>	<u>EXEMPT OR NONEXEMPT</u>	<u>UNION OR NONUNION</u>	<u>CURRENT HOURLY RATE</u>	<u>FTE NO OF EMPLOYEES</u>
Illustration of required data:					
Project Manager	Not Required	E	N	40.00	1
Supervisor	Not Required	E	N	32.00-36.00	1
Electrical Engineer	Not Required	E	N	26.50 30.00	3
Engineering Tech, Jr	Engineering Tech, I	N	N	14.00 – 17.00	12
Electrical Technician	Electronics Tech Maint II	N	U	19.02 – 21.50	4
Secretary	Secretary I	N	N	14.52 – 15.50	2
File Clerk	General Clerk II	N	N	9.86	1
Clerical Data Entry	Word Processor I	N	N	11.45 – 12.90	3

Submit data in the above-illustrated format for all labor classifications used, or planned to be used, on this contract. All contractor labor classifications shall be matched to wage determination classes listed in CBA's represented classes or classes shown in WD 94-2516 for nonrepresented classes.

<u>CONTRACTORS LABOR CLASSIFICATION</u>	<u>WAGE DETERMINATION CLASSIFICATION</u>	<u>EXEMPT OF NONEXEMPT</u>	<u>UNION OR NONUNION</u>	<u>CURRENT HOURLY RATE</u>	<u>MYE NO OF EMPLOYEES</u>
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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

FORM 3
Page 1 of 2

FRINGE BENEFITS PER COLLECTIVE BARGAINING AGREEMENT

For period from _____ to _____

Contractor:

Contract Number:

Number of employees in bargaining unit _____

Total number of employees on contract _____

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

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

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

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

FORM 3
Page 2 of 2

3. Paid Absences:

Service Requirement

Days per Year

- a. Vacation
- b. Holiday
- c. Sick Leave
- d. Jury Leave
- e. Funeral Leave
- f. Military Leave
- g. Other (Describe)

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

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

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

Signature of Company Representative

Date

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

FORM 3A

Page 1 of 1

FRINGE BENEFITS FOR SERVICE EMPLOYEES

For Period from _____ to _____

Contractor: _____

Number of nonexempt employees on contract: _____

Total number of employees on contract: _____

1. Health and Welfare Items and Other Fringe Items:

(Indicate whether or not coverage is provided to employees and state current average hourly cost per service employee.)

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

2. Paid Absences

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

Signature of Company Representative

Date

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

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

DRD Title DRD-6 Information Technology Security Plans and Reports	2. Date of current version 11/4/04	3. DRL Line Item No. 6	RFP/Contract No. (Procurement completes) NNJ05JA01B
4. Use (<i>Define need for, intended use of, and/or anticipated results of data</i>) The contractor shall be responsible for Information Technology Security for all systems connected to a NASA network or operated by a NASA contractor. This plan will ensure contractor awareness and compliance with the NASA regulations.		5. DRD Category: (<i>check one</i>) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (<i>Optional</i>) Section I. Security Requirements for Unclassified Technology Information Resources (NASA FAR Supplement 1852.204-76)	7. Interrelationships (<i>e.g., with other DRDs</i>) (<i>Optional</i>)		

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

a. Data Type – 1 Written Approval

b. **Scope:** The contractor shall submit an IT security plan for their unclassified technology information resources. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of I/T resources that are developed, processed, or used under this contract. The Contractor's I/T security plan shall be compliant with the I/T security requirements in accordance with Federal and NASA policies as referenced in OMB Circular A-130 (Management of Federal Information Resources, NPG 2810.1 (Security of Information Technology), and NPG 1620.1 (Security Procedures and Guidelines).

i) **SECURITY PLAN(S)**

The contractor shall have a line manager who is responsible for the contractor's systems in accordance with the definitions set forth in NPG2810 and the JSC IT Security Manual JPG 2810. The security plan shall be kept up to date as changes to the baseline configuration of the system occur and shall be documented in the security plan.

ii) **TRAINING**

Evidence must be presented that periodic I/T security awareness and training has been met for all on-site contractors via an Annual Security Refresher Briefing provided by NASA. Monthly reports should be compiled detailing the overall status of the annual training program. Annual training program is defined as the period from Oct. 1st through Sept. 30th.

iii) **INFORMATION ON EMPLOYEES IN SENSITIVE AIS POSITIONS/ASSIGNMENTS REPORT**

The report on employees in sensitive IT positions/assignments shall provide information for personnel screening as required by the PIC02-04, NPG2810, and the JSC IT Security Manual (JPG2810). This report should be compiled on a semi-annual basis.

A list of all lead system administrators must be updated annually and provided to the Government. This list will be used to ensure the contractor, as outlined in PIC03-16, has met the system administrator certification requirements.

d. Format – Electronic Format consistent with JPG 2810.

e. Submission:

- i. Initial – 30 days after contract start
- ii. Approval - 60 days after contract start by JSC IP/Security Office
- iii. Frequency - Annually

f. Distribution: COTR, IP/JSC Security Office

Maintenance – Revision shall be incorporate by change page or complete reissue.

1. DRD Title HRPO-7 Monthly Task Order Progress Report	2. Date of current version 5/26/05	3. DRL Line Item No. 7	RFP/Contract No. (Procurement completes) NNJ05JA01B
Use (Define need for, intended use of, and/or anticipated results of data) To identify the status of each task order issued by the Contracting Officer to the Contractor		5. DRD Category : (check) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional) None		
8. Preparation Information (Include complete instructions for document preparation)			

a. Data Type - Type 2 – Mandatory Submittal

b. Scope – The contractor shall submit monthly task order progress reports on JSC Contract NNJ05JA01B.

c. Content – As a minimum, the reports shall contain the following information:

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

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

Submission:

- i. Initial – Due 30 days after contract start
- ii. Frequency – Monthly

f. Distribution:

BJ2/Contracting Officer
BD/Contracting Officer's Technical Representative (COTR)
LI/Budget Analyst

SECTION J

ATTACHMETN J-4

DEPARTMENT OF LABOR WAGE
DETERMINATION

January 1996

NOTICE OF INTENTION TO MAKE
A SERVICE CONTRACT AND RESPONSE TO
NOTICE

1. NOTICE NO.

NASA

53578

DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS
ADMINISTRATION

(See Instructions on Reverse)

MAIL TO:

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

2. Estimated solicitation date (use numerals)

Month Day Year

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

Month Day Year

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

Month 07 Day 01 Year 07

5. PLACE(S) OF PERFORMANCE

Harris County, TX

6. SERVICES TO BE PERFORMED (describe)

IV: Human Resources and Procurement Office Support
Contract Period: 07/01/07 to 06/30/08
NNJ05JA01B

7. INFORMATION ABOUT PERFORMANCE

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

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

a. Name and address of incumbent contractor

Larko Industries, LLC
17625 El Camino Real, Suite 155
Houston, TX 77058

b. Number(s) of any wage determination(s) in incumbent's contract

WD 94-2516

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

None

RESPONSE TO NOTICE
(by Department of Labor)

- A. The attached wage determination(s) listed below apply to procurement.
WD 2005-2516, Rev 4
- B. As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.
- C. From information supplied, the Service Contract Act does not apply (see attached explanation).
- D. Notice returned for additional information (see attached explanation).

9. OFFICIAL SUBMITTING NOTICE

SIGNED:
Original signed by

DATE
06/13/07

TYPE OR PRINT NAME
Connie R. Pritchard
Contract Labor Relations Officer

TELEPHONE NO.
281-483-4121

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

NASA Johnson Space Center
Connie R. Pritchard, Mail Code BA2
2101 NASA Parkway
Houston, TX 77058

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

(Date)

NOTICE OF INTENTION TO MAKE
A SERVICE CONTRACT AND RESPONSE TO NOTICE
(Attachment A)

11. Notice No.

NASA
53578

CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT

13. NUMBER OF
EMPLOYEES
IN EACH CLASS

14. HOURLY WAGE RATE
THAT WOULD BE
PAID IF FEDERALLY
EMPLOYED

Harris County, TX; 2005-2516, Occupations included in "SCA
Directory of Occupations"

Secretary, I

3

GS-4 \$13.90

Secretary, II

5

GS-5 \$15.55

Secretary, III

4

GS-6 \$17.33

General Clerk, I

1

GS-2 \$11.35

General Clerk, II

1

GS-3 \$12.38

General Clerk, III

4

GS-4 \$13.90

Computer Operator, III

1

GS-6 \$17.33

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

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

By direction of the Secretary of Labor

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2516
Revision No.: 4
Date of Revision: 05/29/2007

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston,
Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery,
San Jacinto, Trinity, Walker, Waller, Washington, Wharton

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.52
01012 - Accounting Clerk II	14.06
01013 - Accounting Clerk III	15.73
01020 - Administrative Assistant	22.76
01040 - Court Reporter	18.01
01051 - Data Entry Operator I	11.36
01052 - Data Entry Operator II	14.32
01060 - Dispatcher, Motor Vehicle	15.40
01070 - Document Preparation Clerk	12.98
01090 - Duplicating Machine Operator	12.98
01111 - General Clerk I	10.80
01112 - General Clerk II	12.97
01113 - General Clerk III	14.88
01120 - Housing Referral Assistant	20.55
01141 - Messenger Courier	10.86
01191 - Order Clerk I	13.36
01192 - Order Clerk II	15.24
01261 - Personnel Assistant (Employment) I	13.79
01262 - Personnel Assistant (Employment) II	16.50
01263 - Personnel Assistant (Employment) III	17.63
01270 - Production Control Clerk	18.50
01280 - Receptionist	10.93
01290 - Rental Clerk	14.34
01300 - Scheduler, Maintenance	15.92
01311 - Secretary I	15.92
01312 - Secretary II	17.73
01313 - Secretary III	20.55

01320 - Service Order Dispatcher	14.63
01410 - Supply Technician	22.76
01420 - Survey Worker	15.53
01531 - Travel Clerk I	12.30
01532 - Travel Clerk II	13.36
01533 - Travel Clerk III	14.18
01611 - Word Processor I	11.45
01612 - Word Processor II	14.09
01613 - Word Processor III	16.27
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.80
05010 - Automotive Electrician	22.66
05040 - Automotive Glass Installer	21.68
05070 - Automotive Worker	20.91
05110 - Mobile Equipment Servicer	19.27
05130 - Motor Equipment Metal Mechanic	24.53
05160 - Motor Equipment Metal Worker	20.91
05190 - Motor Vehicle Mechanic	24.53
05220 - Motor Vehicle Mechanic Helper	18.48
05250 - Motor Vehicle Upholstery Worker	19.84
05280 - Motor Vehicle Wrecker	20.91
05310 - Painter, Automotive	22.66
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.17
07000 - Food Preparation and Service Occupations	
07010 - Baker	10.04
07041 - Cook I	9.17
07042 - Cook II	9.89
07070 - Dishwasher	8.11
07130 - Food Service Worker	8.41
07210 - Meat Cutter	12.36
07260 - Waiter/Waitress	7.97
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	11.74
09080 - Furniture Refinisher	16.09
09090 - Furniture Refinisher Helper	13.74
09110 - Furniture Repairer, Minor	15.29
09130 - Upholsterer	16.65
11000 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.12
11060 - Elevator Operator	7.71
11090 - Gardener	13.35
11122 - Housekeeping Aide	7.71
11150 - Janitor	8.17
11210 - Laborer, Grounds Maintenance	10.63

11240 - Maid or Houseman	7.27
11260 - Pruner	8.17
11270 - Tractor Operator	12.47
11330 - Trail Maintenance Worker	10.63
11360 - Window Cleaner	8.92
12000 - Health Occupations	
12010 - Ambulance Driver	12.93
12011 - Breath Alcohol Technician	14.22
12012 - Certified Occupational Therapist Assistant	19.58
12015 - Certified Physical Therapist Assistant	20.24
12020 - Dental Assistant	14.22
12025 - Dental Hygienist	31.09
12030 - EKG Technician	23.12
12035 - Electroneurodiagnostic Technologist	23.12
12040 - Emergency Medical Technician	14.22
12071 - Licensed Practical Nurse I	15.57
12072 - Licensed Practical Nurse II	17.47
12073 - Licensed Practical Nurse III	18.81
12100 - Medical Assistant	12.40
12130 - Medical Laboratory Technician	13.94
12160 - Medical Record Clerk	13.21
12190 - Medical Record Technician	16.02
12195 - Medical Transcriptionist	14.44
12210 - Nuclear Medicine Technologist	28.64
12221 - Nursing Assistant I	7.08
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.62
12224 - Nursing Assistant IV	12.40
12235 - Optical Dispenser	15.26
12236 - Optical Technician	13.64
12250 - Pharmacy Technician	14.41
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	22.89
12311 - Registered Nurse I	24.51
12312 - Registered Nurse II	30.20
12313 - Registered Nurse II, Specialist	32.08
12314 - Registered Nurse III	37.96
12315 - Registered Nurse III, Anesthetist	39.12
12316 - Registered Nurse IV	43.48
12317 - Scheduler (Drug and Alcohol Testing)	18.90
13000 - Information and Arts Occupations	
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	17.60
13042 - Illustrator II	22.56
13043 - Illustrator III	26.40
13047 - Librarian	23.29
13050 - Library Aide/Clerk	9.87

13054 - Library Information Technology Systems Administrator	20.94
13058 - Library Technician	13.25
13061 - Media Specialist I	14.80
13062 - Media Specialist II	16.56
13063 - Media Specialist III	18.46
13071 - Photographer I	13.93
13072 - Photographer II	17.60
13073 - Photographer III	22.56
13074 - Photographer IV	26.40
13075 - Photographer V	30.06
13110 - Video Teleconference Technician	13.83
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.80
14042 - Computer Operator II	16.62
14043 - Computer Operator III	18.46
14044 - Computer Operator IV	22.60
14045 - Computer Operator V	23.90
14071 - Computer Programmer I (1)	21.12
14072 - Computer Programmer II (1)	26.16
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	14.80
14160 - Personal Computer Support Technician	22.60
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.12
15020 - Aircrew Training Devices Instructor (Rated)	32.81
15030 - Air Crew Training Devices Instructor (Pilot)	35.70
15050 - Computer Based Training Specialist / Instructor	25.70
15060 - Educational Technologist	28.73
15070 - Flight Instructor (Pilot)	35.70
15080 - Graphic Artist	23.11
15090 - Technical Instructor	20.19
15095 - Technical Instructor/Course Developer	24.70
15110 - Test Proctor	17.73
15120 - Tutor	17.73
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.49
16030 - Counter Attendant	8.49
16040 - Dry Cleaner	9.00
16070 - Finisher, Flatwork, Machine	8.49
16090 - Presser, Hand	8.49
16110 - Presser, Machine, Drycleaning	8.49
16130 - Presser, Machine, Shirts	8.49
16160 - Presser, Machine, Wearing Apparel, Laundry	8.49
16190 - Sewing Machine Operator	11.55

16220 - Tailor	12.42
16250 - Washer, Machine	9.32
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.65
19040 - Tool and Die Maker	19.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.84
21030 - Material Coordinator	18.50
21040 - Material Expediter	18.50
21050 - Material Handling Laborer	12.26
21071 - Order Filler	10.55
21080 - Production Line Worker (Food Processing)	12.84
21110 - Shipping Packer	12.49
21130 - Shipping/Receiving Clerk	12.49
21140 - Store Worker I	9.57
21150 - Stock Clerk	13.57
21210 - Tools and Parts Attendant	13.58
21410 - Warehouse Specialist	12.84
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aerospace Structural Welder	26.66
23021 - Aircraft Mechanic I	25.39
23022 - Aircraft Mechanic II	26.66
23023 - Aircraft Mechanic III	27.99
23040 - Aircraft Mechanic Helper	19.88
23050 - Aircraft, Painter	20.15
23060 - Aircraft Servicer	22.11
23080 - Aircraft Worker	23.30
23110 - Appliance Mechanic	16.65
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	22.30
23130 - Carpenter, Maintenance	18.58
23140 - Carpet Layer	15.92
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	17.50
23182 - Electronics Technician Maintenance II	21.33
23183 - Electronics Technician Maintenance III	24.17
23260 - Fabric Worker	15.00
23290 - Fire Alarm System Mechanic	17.43
23310 - Fire Extinguisher Repairer	14.40
23311 - Fuel Distribution System Mechanic	19.17
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	15.46
23380 - Ground Support Equipment Mechanic	25.39
23381 - Ground Support Equipment Servicer	22.11
23382 - Ground Support Equipment Worker	23.30
23391 - Gunsmith I	13.67
23392 - Gunsmith II	15.79
23393 - Gunsmith III	17.67

23410 - Heating, Ventilation and Air-Conditioning Mechanic	20.06
23411 - Heating, Ventilation and Air Conditioning Mechanic (Research Facility)	20.93
23430 - Heavy Equipment Mechanic	17.43
23440 - Heavy Equipment Operator	17.43
23460 - Instrument Mechanic	17.67
23465 - Laboratory/Shelter Mechanic	16.81
23470 - Laborer	10.62
23510 - Locksmith	16.65
23530 - Machinery Maintenance Mechanic	20.08
23550 - Machinist, Maintenance	20.16
23580 - Maintenance Trades Helper	13.58
23591 - Metrology Technician I	17.67
23592 - Metrology Technician II	18.44
23593 - Metrology Technician III	19.22
23640 - Millwright	20.25
23710 - Office Appliance Repairer	16.65
23760 - Painter, Maintenance	16.65
23790 - Pipefitter, Maintenance	19.33
23810 - Plumber, Maintenance	18.87
23820 - Pneudraulic Systems Mechanic	17.67
23850 - Rigger	17.67
23870 - Scale Mechanic	15.92
23890 - Sheet-Metal Worker, Maintenance	17.43
23910 - Small Engine Mechanic	15.92
23931 - Telecommunications Mechanic I	21.33
23932 - Telecommunications Mechanic II	22.28
23950 - Telephone Lineman	21.09
23960 - Welder, Combination, Maintenance	17.43
23965 - Well Driller	17.67
23970 - Woodcraft Worker	17.67
23980 - Woodworker	11.30
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.06
24610 - Chore Aide	6.36
24620 - Family Readiness and Support Services Coordinator	11.05
24630 - Homemaker	15.41
25000 - Plant and System Operations Occupations	
25010 - Boiler Tender	21.14
25040 - Sewage Plant Operator	17.00
25070 - Stationary Engineer	21.14
25190 - Ventilation Equipment Tender	14.33
25210 - Water Treatment Plant Operator	16.65
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.82
27007 - Baggage Inspector	10.14
27008 - Corrections Officer	18.04

27010 - Court Security Officer	18.04
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	18.04
27070 - Firefighter	17.90
27101 - Guard I	10.14
27102 - Guard II	17.90
27131 - Police Officer I	23.33
27132 - Police Officer II	25.99

28000 - Recreation Occupations

28041 - Carnival Equipment Operator	10.69
28042 - Carnival Equipment Repairer	11.24
28043 - Carnival Equipment Worker	8.25
28210 - Gate Attendant/Gate Tender	13.64
28310 - Lifeguard	12.15
28350 - Park Attendant (Aide)	15.26
28510 - Recreation Aide/Health Facility Attendant	11.13
28515 - Recreation Specialist	16.21
28630 - Sports Official	12.15
28690 - Swimming Pool Operator	14.41

29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker and Bracer	16.16
29020 - Hatch Tender	16.16
29030 - Line Handler	16.16
29041 - Stevedore I	15.12
29042 - Stevedore II	17.29

30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.37
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.08
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.62
30021 - Archeological Technician I	19.34
30022 - Archeological Technician II	23.15
30023 - Archeological Technician III	28.63
30030 - Cartographic Technician	28.67
30040 - Civil Engineering Technician	27.30
30061 - Drafter/CAD Operator I	19.18
30062 - Drafter/CAD Operator II	23.15
30063 - Drafter/CAD Operator III	25.80
30064 - Drafter/CAD Operator IV	29.47
30081 - Engineering Technician I	16.59
30082 - Engineering Technician II	20.41
30083 - Engineering Technician III	22.83
30084 - Engineering Technician IV	28.28
30085 - Engineering Technician V	36.15
30086 - Engineering Technician VI	41.85
30090 - Environmental Technician	27.24
30210 - Laboratory Technician	21.72
30240 - Mathematical Technician	28.67
30361 - Paralegal/Legal Assistant I	17.80

30362 - Paralegal/Legal Assistant II	21.38
30363 - Paralegal/Legal Assistant III	26.62
30364 - Paralegal/Legal Assistant IV	29.59
30390 - Photo-Optics Technician	28.67
30461 - Technical Writer I	18.90
30462 - Technical Writer II	23.12
30463 - Technical Writer III	26.42
30491 - Unexploded Ordnance (UXO) Technician I	23.12
30492 - Unexploded Ordnance (UXO) Technician II	27.97
30493 - Unexploded Ordnance (UXO) Technician III	34.42
30494 - Unexploded (UXO) Safety Escort	23.12
30495 - Unexploded (UXO) Sweep Personnel	23.12
30620 - Weather Observer, Combined Upper Air or Surface Programs (3)	19.79
30621 - Weather Observer, Senior (3)	23.99
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.16
31030 - Bus Driver	15.48
31043 - Driver Courier	11.91
31260 - Parking and Lot Attendant	8.34
31290 - Shuttle Bus Driver	12.98
31310 - Taxi Driver	9.54
31361 - Truckdriver, Light	12.98
31362 - Truckdriver, Medium	15.34
31363 - Truckdriver, Heavy	16.39
31364 - Truckdriver, Tractor-Trailer	16.39
99000 - Miscellaneous Occupations	
99030 - Cashier	9.10
99050 - Desk Clerk	10.65
99095 - Embalmer	21.55
99251 - Laboratory Animal Caretaker I	9.03
99252 - Laboratory Animal Caretaker II	10.11
99310 - Mortician	24.04
99410 - Pest Controller	13.78
99510 - Photofinishing Worker	10.43
99710 - Recycling Laborer	11.24
99711 - Recycling Specialist	13.71
99730 - Refuse Collector	10.03
99810 - Sales Clerk	11.41
99820 - School Crossing Guard	8.29
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	10.91
99841 - Vending Machine Repairer	13.10
99842 - Vending Machine Repairer Helper	11.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.16 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as

laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

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

contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

SECTION J

ATTACHMETN J-5

ACRONYMS AND JSC ORGANIZATION
LIST

ATTACHMENT J-5

Acronyms and JSC Organization List

HR	Human Resources
HRO	Human Resources Office
NEBS	NASA Employees benefits System
CO	Contracting Officer
COD	Center Operations Directorate
COTR	Contracting Officer's Technical Representative
ASCAN	Astronaut Candidate
NCSF	NASA College Scholarship Fund
CFC	Combined Federal Campaign
CBT	Computer-Based Training
DRD	Data Requirements Description
JF	JSC Form
FAR	Federal Acquisition Regulation
FY	Fiscal Year
H/W	Hardware
IAGP	Installation Accountable Government Property
SES	Senior Executive Service
IDIQ	Indefinite Delivery Indefinite Quantity
COSS	Center Operations Support Services
IRD	Information Resources Directorate
ISO	International Standards Organization
ISS	International Space Station
IT	Information Technology
OPM	Office of Personnel Management
TASP	Texas Aerospace Scholars Program
JDMS	JSC Directives Management System
JETS	JSC Enabling Technologies and Security
JIMMS	JSC Information Management Services
JPD	JSC Policy Directive
JPG	JSC Procedures and Guidelines
JSC	Johnson Space Center
M&O	Maintenance and Operations
MCC	Mission Control Center
ODIN	Outsourcing Desktop Initiative for NASA
MOU	Memorandum of Understanding
MS	Microsoft

FLEC	Foreign Language Education Center
NASA	National Aeronautics and Space Administration
NEMS	NASA Equipment Management System
NHB	NASA Handbook
NIEMS	NASA institutional Environment Management
NPD	NASA Policy Directive
NPG	NASA Procedures and Guidelines
STARS	Staffing And Recruiting System
ORC	Operational Readiness Check
ORR	Operational Readiness Review
OSHA	Occupational Safety and Health Administration
PCR	Program Control Room
PDF	Portable Document Format
PEC	Performance Evaluation Committee
PKI	Public Key Infrastructure
PM	Preventative Maintenance
QMS	Quality Management System
RFP	Request For Proposal
S/W	Software
SAN	Storage Area Network
SB	Small Business
SBA	Small Business Administration
SDB	Small Disadvantaged Business
SEI	Software Engineering Institute
SF	Standard Form
SIP	Shuttle imagery plan
SLP	System Level Procedure
SOW	Statement Of Work
SR	Service Request
SR&QA	Safety Reliability and Quality Assurance
SSPP	System Safety Program Plans
TBD	To Be Determined
TCP	Transmission Control Protocol
TIFF	Tagged Information File Format
UPS	Uninterruptible Power Supply
WBS	Work Breakdown Structure
YTD	Year To Date
IAL	Information Accessibility Lab
AH	Human Resources and Education Office Mail Code
JBO	JSC Business Opportunities

SAP R/3	NASA's Core Financial Real Time COTS System
NAIS	NASA Acquisition Internet Service
IPMS	Integrated Procurement Management System
AMS	Acquisition Management System
NF	NASA Form
MSFC	Marshall Space Flight Center
SOP	Standard Operating Procedure
COTS	Commercial Off-The-Shelf
PR	Purchase Requisition
FMD	Financial Management Division
CM	Configuration Management
FOIA	Freedom of Information Act
BA	Office of Procurement Mail Code
S/A	Supplemental Agreement
SSCN	Space Station Change Notices
CCO	Contract Change Order
SPICE	Space Program Integrated Contract Environment
UCF	Uniform Contract Format
Section H	Special Contracts Requirements under UCF
ADL	Applicable Document List
DIL	Deliverable Items List
GFE	Government-Furnished Equipment
GFD	Government-Furnished Data
PPM	Prenegotiation Position Memorandum
PNM	Price Negotiation Memorandum
DCMA	Defense Contract Management Agency
IDIQ	Indefinite Delivery Indefinite Quantity
NFS	NASA FAR Supplement
JPI	JSC Procurement Instruction
CS	Contract Specialist
NAICS	North American Industry Classification System
CAGE	Contractor and Government Entity
HRPO	Human Resources and Procurement Offices
FTE	Full Time Equivalent
QASP	Quality Assurance Surveillance Plan
LH	Labor Hour
RFR	Request for Request
NFNMS	NASA Foreign National Management System
NAC	National Agency Check
WSTF	White Sands Test Facility

SEMO	Supply and Equipment Management Office
DD	Department of Defense Form
TO	Task Order
TBD	To Be Determined
CBI	Confidential Business Information
CCS	NASA Center Chief of Security
DRL	Data Requirements List
CBA	Collective Bargaining Agreement
TM	Technical Manager
TMR	Technical Manager's Representative

ATTACHMENT J-7

JSC ORGANIZATION LIST

AA	Office of the Center Director
AB	Deputy Director Office
AC	Associate Director (Management)
AG	Office of the JSC Chief Engineer
AH	Human Resources and Education Office
AJ	Equal Opportunity and Diversity Management Programs Office
AL	Legal Office
AP	Office of Public Affairs
BA	Office of Procurement
CA	Flight Crew Operations Directorate
DA	Mission Operations Directorate
EA	Engineering Directorate
HA	Technology Transfer and Commercialization Office
IA	Information Resources Directorate
JA	Center Operations Directorate
LA	Chief Financial Officer
MA	Space Shuttle Program
NA	Safety and Mission Assurance Directorate
OA	International Space Station Program
RA	White Sands Test Facility
SA	Space and Life Sciences Directorate
VA	Orbital Space Plane
W-JS	NASA Office of Inspector General
XA	Extravehicular Activity Office
ZA	Other Government Offices at JSC