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#### 1. SUPPLIES AND/OR SERVICES TO BE FURNISHED

The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below, plus any additional Task Orders as needed, in accordance with the Statement of Work of this contract.

- Task 1: Space Shuttle Business/Resource Management Office (SOW section I., 1.0-6.0; SOW section II., 1.0-5.0)
- Task 2: Central Budget Office Support (SOW section I., 1.0-6.0)
- Task 3: Space and Life Sciences Division (SOW section I., 1.0-6.0)
- Task 4: Financial Management Division IFMP (SOW section IV., 1.0-4.0)
- Task 5: Office of Procurement (SOW section III., 1.0-3.0)
- Task 6: Space Station Business Management Office (SOW section I. 1.0-6.0)
- Task 7: Flight Crew Operations (SOW section I., 1.0-6.0)
- Task 8: Energy Systems Division (SOW section I., 1.0-6.0)
- Task 9: ARES (SOW section I., 1.0-6.0)
- Task 10: Aeroscience and Flight Mechanics Division (SOW section I., 1.0-6.0)

#### 2. <u>Safety and Health Plan (NFS 1852.223-73) (NOV. 2004)</u>

The offeror's proposed approach to ensure a safe and healthy work environment must be in compliance with NASA Johnson Space Center's safety policies and procedures.

- (a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract. The plan should be in accordance with the attached DRD.
- (b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.
- (c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:
  - (1) The work will be conducted completely or partly on premises owned or controlled by the government.
  - (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
  - (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
  - (4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.



NNJ06VA06**7** Page 3 of 24

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of clause)

#### 3. <u>Security Requirements for Unclassified Information Technology</u> <u>Resources (NFS 1852.204-76) (NOV 2004)</u>

- (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 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 (NPR) 2810.1, Security of Information Technology; and
  - (3) Chapter 3 of NPR 1620.1, NASA Security Procedural Requirements.
- (c) Within 14 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 NPR 2810.1, Section 4.5; NPR 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



NNJ06VA06**C**Page 4 of 24

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 --
  - (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 NPR 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)

#### 4. TERMS AND CONDITIONS

GSA Terms and Conditions apply.

#### 5. EXTENT OF OBLIGATION

The Government is obligated only to the extent of authorized purchases actually made under this contract.

### 6. PERFORMANCE REQUIREMENTS

# (a) PRINCIPAL PLACE OF PERFORMANCE

The effort required under this contract shall be performed at NASA, Johnson Space Center, Houston, Texas.

# (b) PERIOD OF PERFORMANCE

The basic contract period of performance is April 1, 2006 through March 31, 2009.

# (c) TYPE OF CONTRACT

This contract is a Time and Material (T&M) GSA IDIQ Contract.

# 7. <u>CONSIDERATION AND PAYMENT</u>

(a) The hourly rate for use in delivery orders or negotiations are as follows. These rates are fully burdened.

Labor Categories	Rates	Rates	Rates
	04/01/06 to	04/01/07 to	04/01/08 to
	03/31/07	03/31/08	03/31/09

64

(b)The minimum value of this contract shall be \$50,000. The total price of this contract shall be the total value of the issued delivery orders, not-to-exceed, \$24.5M.

The rates set forth under item 8 (OPTION TO EXTEND PERIOD OF PERFORMANCE) apply for the option years.

# 8. <u>OPTION TO EXTEND PERIOD OF PERFORMANCE</u>

The Government may require the contractor to continue to perform services under this contract. The CO may exercise this option by issuance of a unilateral modification 30 days or more before the end of the period of performance set forth in Item 6(b). 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.

# A. Option 1- One Additional Year of Performance Becomes Available for Issuance of Delivery Orders

1. The clause entitled "Period of Performance" shall be changed to show a period of performance from April 1, 2006 to March 31, 2010.

#### Option 1:

Labor Categories	Rates

W4

# B. Option 2- One Additional Year of Performance Becomes Available for Issuance of Delivery Orders

1. The clause entitled "Period of Performance" shall be changed to show a period of performance from April 1, 2006 to March 31, 2011.

### Option 2:

Labor Categories	Rates

\o4

**Overtime Rates:** 

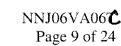
Labor Categories	Rates	Rates	Rates	Rates	Rates
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	to	to	to	to	to
	03/31/07	03/31/08	03/31/09	03/31/10	03/31/11
	\				
	V-4				

#### 9. Limitation of Funds (Fixed- Price Contract) (NFS 1852.232-77) (MARCH 1989)

(a) Of the total price of items 1 through 10, the sum of \$709,400.00 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR A	LLOTMENT OF FUNDS
Date	Amounts
TBD	TBD
TBD	TBD
TBD	TBD

- (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 May 18, 2006.
- (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.
- (3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
- (ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the



estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

- (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.
- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

  (End of clause)

#### 10. <u>CONTRACTOR RESPONSIBILITY</u>

- (a) Contractor responsibility or obligation hereunder does not occur until a task has been placed by the Government and accepted by the Contractor.
- (b) No tasks can be accepted or applied to this order after the last calendar day of period of performance covered by this Agreement.
- (c) Tasks placed against this order remain the contractual responsibility of the Contractor during the term of this Agreement and thereafter until completion of all deliveries required by any outstanding tasks.

#### 11. METHOD OF PLACING ORDERS (DELIVERY)

The Contracting Officer, either by telephone, mail, or in person, will place delivery orders. Each delivery order placed shall consist of the following data or it shall not be a valid order:

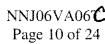
The order number,

Order Control Number (Task Order Number) in numerical sequence;

Statement of Work describing item/items required by JSC,

Name of person placing order (only those authorized by this order)

Period of Performance.



#### 12. PERSONS AUTHORIZED TO PLACE AND RECEIVE ORDERS/CALLS

(a) Contracting Officer, NASA JSC, Houston, Texas.

(b) The Contractor shall not honor orders from any persons other than the authorized personnel. In the event the Contractor receives any such order, the contractor shall promptly refuse to take action on such order. The Government will be obligated under this order only to the extent of such authorized orders as are actually made by the persons specified herein.

The Contractor is authorized to communicate directly with the above-authorized Order Officers with any supplemental information necessary. The Ordering Officers are not authorized to change any of the terms and conditions of this order. Such changes, if any, shall be made only by the Contracting Officer.

(c) Delivery orders must be placed with the Contracts Manager of the selected company who has the authority to bind the selected company.

#### 13. PRICING

- (a) A task description will be provided to the Contractor to be proposed against (statement of work, deliverables, and schedule). Upon acceptance by the Government, a task order will be placed. Each task will be based on rates in the contract, the skill mix of labor categories and hours required to perform the services described in the statement of work.
- (b) The contractor is expected to offer management discounts for tasks that exceed \$500,000. Other management discounts may be negotiated between the Government and the contractor at

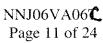
the time of each task. The management discount offered will be expressed as a percentage of the aggregate price and listed as a separate line item on the task.

(c) The contractor is authorized to purchase products under this order only if they are incidental to the task. Products required for a task can be acquired from the referenced GSA schedule, other vendors' GSA schedules (with a letter of authorization), or as open market items. All purchases for products must be approved in advance by the designated NASA contracting officer.

#### 14. <u>DELIVERY TICKETS</u>

Acknowledgment of receipt of all supplies ordered under this order shall be accompanied by an original and one copy of the delivery ticket or contract letter containing the following minimum information:

Name of Contractor Contract number and task order number Date of task order Name of JSC employee or Contracting Officer placing the call Itemized list of supplies furnished



Quantity, unit price, and extensions. (Unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show this information).

Date of delivery or shipment

Signature of the receiving person accepting the delivery

#### 15. INVOICES

(a)Each task order placed against this order will require the Contractor to submit an original and two copies of the invoice and when supplies are involved a receipted copy of the delivery ticket. The invoice will include the following:

Contract number and task order number Labor categories Labor rates per hour Number of hours Unit price and total price

(b) Invoices shall be submitted to:

NASA Lyndon B. Johnson Space Center Attn: LF231/ Payables Group Houston, TX 77058-3696

(c) The Contractor shall invoice based on its hours worked which will be verified by the JSC technical monitors. At completion of the task each call will be considered a fixed-price, completion delivery of service.

# 16. PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JSC 52.204-9) (JAN 2006)

- a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

#### 17. <u>INDEFINITE QUANTITY (FAR 52.216-22)</u> (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered,

the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after March 31, 2012.

(End of clause)

#### **SHIPPING INSTRUCTIONS (JSC 52.247-94)** (APR 1997)

All documentation shall be shipped to the addresses cited in [see address below]. Shipment of all other items shall be as follows:

Parcel Post Shipments and Freight Shipments

Ship to:

Transportation Officer,

Building 421

NASA Johnson Space Center

2101 NASA Parkway Houston, TX 77058-3696

Mark for:

Accountable Property Officer

Contract Number: NNJ06VA06T

For reissue to: Daniel Goulden

LM Building 1/Room 670A

(Name)

(Mail Code) (Bldg.) (Rm.)

#### 19. USE OF GOVERNMENT-FURNISHED PROPERTY (FAR 52.245-90) (DEC 1986)

NASA policy regarding providing Government-furnished property is reflected in Federal Acquisition Regulation Part 45. With certain exceptions, it is Government policy that contractors will furnish all property required for the performance of Government contracts. However, there are circumstances where it may be essential to contractor performance or otherwise advantageous to NASA to provide Government property to a contractor. If Government-furnished property is proposed for the performance of the effort, the offeror shall identify and justify such property, including the needed time period of its use. If the offeror proposes to use Government production or research property on a no-charge, noninterference basis in performance of this contract, the offeror will furnish with their proposal

an authorization from the contracting officer having cognizance of such property. The Government will evaluate the inclusion of any proposed Government property and make cost proposal adjustments, where necessary, to eliminate the competitive advantage that might accrue to a contractor from the use of Government property.

(End of provision)

# 20. <u>LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77)</u> (JULY 1997)

In accordance with the clause at 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) General- and special-purpose equipment, including office furniture.
- (1) Equipment to be made available is listed in Attachment \_\_\_ ["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) Supplies from stores stock.
- (d) Publications and blank forms stocked by the installation.
- (e) Safety and fire protection for Contractor personnel and facilities.
- (f) Installation service facilities:
- 1. <u>Audiovisual:</u> Presentation services, sound services, Release Print Film Library, Film Repository, and loan of audiovisual equipment.
- 2. <u>Automatic Data Processing (ADP) Services (onsite only):</u> 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 the aforementioned 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. <u>Travel and Transportation:</u> Taxi and bus services for Contractor employees within the parameters provided for government employees.

- 4. Government Bills of Lading (GBLs): GBLs for shipment of Government property located onsite and offsite.
- 5. <u>Disposal Services</u>: Disposal services for excess onsite and offsite Contractorheld/Government-owned property.
- 6. <u>Fabrication Services</u>: Fabrication services such as machining, sheet metal and welding, electronics, metal finishing, model and plastics, and precision cleaning.
- 7. <u>Photography, Processing, and Closed-Circuit Television:</u> For technical and scientific photography, photographic processing, photographic sciences, and closed-circuit television.
- 8. 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.
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) 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.
- (k) 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)

# 21. <u>Installation-Accountable Government Property (NFS 1852.245-71) (NOV 2004)</u>

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:

The Contractor shall retain responsibility for notifying cognizant property custodians of all changes in status associated with installation-provided property. All equipment users shall (1) report any missing or untagged (meeting the criteria for control) property to the cognizant property custodian; (2) notify the cognizant property custodian, supervisor, and the Installation Security Officer immediately if theft, damage, or loss of Government property is suspected; (3) ensure that installation-provided property is used only in pursuit of approved NASA

programs and projects, or as otherwise authorized; (4) identify property not being actively used in pursuit of approved programs and projects; and (5) ensure that property is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. Under no circumstances will the Contractor dispose of installation property.

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.

- (b)(1) The official accountable recordkeeping, 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)

#### 22. CONTENTS OF AGREEMENT

This Agreement consists of the following:

- •Cover page (NASA Form 1449).
- •Any contract resulting from this solicitation will be awarded under a GSA contract. All terms and conditions of that GSA contract will apply.
- •Attachment A-Statement of Work

#### 23. <u>52.252-2 Clauses Incorporated by Reference</u> (FEB 1998)

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

FAR clauses:

http://www.acqnet.gov/far/

NASA FAR Supplement clauses:

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

NOTICE: The following clauses are hereby incorporated by reference.

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.247-34 F.o.b. Destination (Nov 1991)

#### B. NASA/FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

1852.208-81 1852.215-84	Restrictions on Printing and Duplicating (Nov 2004) Ombudsman (Oct 2003) (Insert "Randy K. Gish at (281) 483-0490" and Before consulting with any ombudsman, interested parties must try to resolve their concerns with the contract specialist or the contracting officer. DO NOT CALL THE OMBUDSMAN FOR SOLICITATION REQUESTS/INFORMATION.")
1852.216-81	Estimated Cost (Dec 1988)
1852.216-87	Submission of Vouchers for Payment (Mar 1998)
1852.216-89	Assignment and Release Forms (Jul 1997)
1852.219-76	NASA 8 Percent Goal (Jul 1997)
1852.223-70	Safety and Health (Apr 2002)
1852.223-75	Major Breach of Safety or Security (Feb 2002)
1852.225-70	Export Licenses (Feb 2000)
1852.227-14	Rights In Data—General (Oct 1995)
1852.228-72	Cross-Waiver of Liability for Space Shuttle Services (Sep 1993)
1852.228-75	Minimum Insurance Coverage (Oct 1988)
1852.231-71	Determination of Compensation Reasonableness (Mar 1994)
1852.233-70	Protests to NASA (Oct. 2002)
1852.237-70	Emergency Evacuation Procedures (Dec 1988)
1852.237-72	Access to Sensitive Information (June 2005)
1852.237-73	Release of Sensitive Information (June 2005)
1852.242-70	Technical Direction (Sep 1993) (Replace reference to Section C with Statement of
	Work in paragraph (a))
1852.242-71	Travel Outside of the United States (Dec 1988)

1852.242-72 1852.242-78 1852.243-71 1852.245-73 1852.245-76 1852.245-79	Observance of Legal Holidays (Aug 1992), Alternate I (Sep 1989), Alternate II (Oct. 2000)  Emergency Medical Services and Evacuation (Apr 2001)  Shared Savings (Mar 1997)  Financial Reporting of NASA Property in the Custody of Contractors (Oct 2003)  List of Government- Furnished Property (Oct 1988)  Use of Government- Owned Property (Jul 1997)
C.	JSC SPECIFIC CLAUSES
52.204-91	Security/Badging Requirements For Foreign National Visitors And Employees Of Foreign Contractors (Mar 2002)
52.242-92	Identification Of Employees (Mar 2002)

#### PART II.

### **Statement of Work (SOW)**

The contractor shall provide support for the Johnson Space Center Resources Management, Cost Estimating and Assessment, Procurement and the Financial Management Division.

# I. Resources Management support shall consist of analytical capabilities, database maintenance, and products in the following areas:

#### 1.0 Cost Analysis:

- a) Provide independent evaluations of project resource requirements including costbenefit analysis, alternative funding proposals, and rates analysis.
- b) Provide analysis of cost estimates resulting from the Program Operating Plan (POP) budget submissions, contractor and project basis of estimate data submissions, and any other data sources, as provided by the government.

#### 2.0 Performance Assessment:

- a) Prepare assessments of project monthly phased operating plans, analyzing monthly performance data, projecting end-of-year run out cost, assessing potential threats, risks, and impacts to the program. Present findings to management.
- b) Maintain a cost database, utilizing monthly contract financial reports, to evaluate And assess contractor accruals, subcontract costs and materials purchases. This includes summarizing rate and percentage based trends, tracking cost by element, and forecasting element cost against current fiscal year budget to determine potential threats and present results to management.

#### 3.0 Budget Development and Execution:

Implementation of program guidelines for resources program operating plans and formulation of budget recommendations. This includes formulating variance assessments, trend analysis, trade-offs, and another analysis necessary to completely substantiate project/program budget requirements.

#### 4.0 Database Maintenance:

- Provide database maintenance for the Resources Management Offices.
- POP and Operating Plan development and implementation.
- Collect accruals from the accounting systems and across center and NASA/JSC.
- Provide input, retrieval, and analysis of data for analyst and management use.
- Development of monthly variance and trend analysis and provide supporting documentation.

- Provide presentation charts and graphics from data to assist management and analyst in preparation for reviews.
- Maintain a tracking database for program liens and threats.
- Coordination of program office Internal Task Agreements (ITA's).
- Assist in performance of special studies analyzing, evaluating, documenting, and reporting.
- Create presentation charts and graphs from data to assist in the preparation of the data submittals and reviews.
- Downloading data from E-mail and automatically loading into database.
- Incorporate integrity checks into database system to ensure accurate reports.
- Validate the data contained in the database to assure data accuracy.
- Update database based on approved changes and program management decisions.
- Generate standardized and customized reports to support various reviews and adhoc management questions.

### Resource Management and Analysis Support

- Implementation of program change directives.
- Review and validate the Primary Work Code (PWC) reports for differences and report any variances.
- Preparation of the monthly anomaly reports.
- Research and compile data for and prepare status reports.
- Perform updates and print various reports.
- Provide input, retrieval, and analysis of data.

# **Data Coordination and Monthly Performance Tracking**

- Coordination of monthly variance analyses and supporting documentation.
- Perform special studies analysis.
- POP coordination.
- Perform monthly cost over obligations analyses.

#### 5.0 IFM Roles:

- Perform the role of Contract Cost Report Analyst creates and maintains relationships between Financial Classification Structure and Contractor WBSs in an SAP Crosswalk table. Maintains Crosswalk tables as WBSs and FCSs are added or changed.
- Perform the role of Budget Report Processor running and analyzing budget reports and coordinating with the Budget Report Designer to develop new or non-standard reports.
- Perform the role of Project Planner reviewing and analyzing operating plans and phasing plans, recording and distributing operating plan values within Project Systems only, analyzing plans versus actual cost accruals, preparing and updating existing budget plans and notifying Budget Administrator or Center users of any plan changes.

#### 6.0 Deliverables:

- a.) Monthly Status Reports that provide analytical assessments of current and end-of-year performance.
- b.) Reports as appropriate.
- c.) Meetings.
- d.) Operating Plan Products (Both spreadsheets and databases).
- e.) Program Operating Plan Products.
- f.) All deliverables required by JSC and HQ to be submitted in a timely manner for sufficient organizational review.

# II. <u>Cost Estimating and Assessment support shall consist of analytical capabilities, database maintenance, and products in the following areas:</u>

# 1.0 Program level Performance Management System (PMS)/Earned Value Management System

- a. Provide recommendations on implementation approaches. For example, number of Control Account Packages, rebaselining methodology, scope (SLEP, Full Cost Accounting), and use of existing project earned value systems vs. programmatic earned value.
- b. Develop a PMS based on NASA approved approach from task 2.0 b.
- c. Provide a monthly integrated program PMS report which summarizes project performance trends and highlights major cost and schedule issues.

#### 2.0 Business Office Management Information System (MIS)

- a. Assess current set of business metrics and reports.
- b. Provide recommendations for changes in content and architecture, to include processes and report formats/forums.
- c. Provide monthly update to the business metrics and incorporate into the MIS.
- d. Ensure the Business Office MIS content is current and coordinate updates.

#### 3.0 Cost Assessments

- a. Provide quarterly cost assessments of projects for the budget window based on the current POP submittal and project cost/schedule performance, identifying and sizing cost risks/threats to, or opportunities for reducing, the budget. Provide recommendations on risk mitigation strategies, with associated decision points and impacts.
- b. Provide monthly cost assessment of the current year. Compare actuals to both the operating plan and the assessment. Track and correlate workforce plans and actuals to cost assessments. Summarize the results into an assessment scorecard/management report.
- c. Provide ad hoc assessments, such as, but not limited to, cost estimates of new content, trade studies, what ifs, cost/schedule risk assessments and contractor financial rates analysis.

- d. Develop cost/schedule models with projects, as required, to support POP and quarterly assessments to the program management.
- e. Provide a monthly reserve "spendability" assessment of threats/approved changes and the baseline project budgets.
- f. Provide cost assessments for major changes.

#### 4.0 Early Warning Report

Provide a monthly Early Warning report. Report will provide an integrated program status by incorporating highlights from the monthly assessment, program metrics, program level PMS, threats/reserves status and Business Management Office risk assessments. Also include any special topics to address issues in details.

#### 5.0 Quarterly Program Manager Business Review

- a. Provide a recommendation on the content and protocol for a Program Manager's Business Review. For example, what should be reviewed, what issues should be discussed and who should present.
- b. Integrate submitted project data into a Business Review package, determine what issues will be discussed, and develop a review agenda.

#### 6.0 Assistance to the Special Projects Manager

- a. Analysis of Program Transition
- b. Closeout including Asset Management
- c. Preparation of the POP Budget Guidelines
- d. Documentation and Preparation of the Transition Management Plan
- e. Preparation of special projects management plans and briefings
- f. Top level cost modeling of SSP fly-out and close-out

#### III. Procurement support shall consist of products and services in the following areas:

#### 1.0 Procurement Policy and Systems Office

The contractor shall support procurement, accounting, and contract management data systems input, analysis, and reconciliation. Routine monthly reports of workload, data systems inconsistencies and open actions, procurement actions & purchases, metrics, small business subcontracting accomplishments, and similar activities will be generated. In addition, ad-hoc reports, statistical analyses, and queries related to procurement and contract management actions will be designed, run, and submitted as requested.

#### 2.0 Contract Closeout

The contractor will support the contract closeout function as requested. This effort may include:

preliminary review of contractual instruments for compliance of documentation requirements necessary for contract transition to the Central Closeout Office.

requesting needed documentation from the contractor and other organizations as appropriate.

track and follow up on the above requests.

Upon receipt of requested documentation items, transfer of contract files to Central Closeout.

#### (a) Bankcard Activities

For Bankcard, individuals provide support that requires familiarity and expertise with the Bank of America EAGLS system, NASA P-Card System, SAP, and other supporting and/or new-generation data systems. Support requirements include understanding and assisting with bankcard ordering process, data manipulation, reporting, analysis, verification, validation, auditing, reconciliation, new cardholder (CH) processing, CH support and the prompt attention and performance of "quick turn-around actions."

• <u>Timely Responsiveness</u>: it is crucial to the effective and successful management of the Bankcard Program for the contractor to communicate to the Center Agency Program Coordinator (CAPC) and Alternate of the assignment, awareness, reassurance and progression of assigned "actions."

#### Qualifications:

• At least 4 years of specialized experience in procurement or purchasing.

#### Skill Requirements:

- Knowledge of federal procurement processes and procedures
- Ability to interact with a wide range of individuals inside and outside the organization in order to answer questions and obtain information needed to process procurement transactions
- Knowledge of Microsoft Word, Access, and Excel
- Basic statistics knowledge, including graphing, charting, and bivariate analysis
- Ability to perform detail work accurately and in a timely manner
- Ability to maintain a prompt and open level of communication with the CAPC and Alternate in order to facilitate and provide a real-time "quick status" and/or "progress" on respective actions
- Ability to communicate orally and in writing

# IV. <u>Financial Management support shall consist of products and services in the following</u> areas:

### 1.0 Cost Accounting Group

This group evaluates cost reported by JSC's contractors, determines that cost entries in the accounting system are accurate, analyzes accruals for cost and investigates discrepancies between available funding and cost submitted by contractors.

### 2.0 General Ledger

This group maintains the general ledger for JSC by analyzing entries into the accounting system, reconciling the general ledger with sub-ledger accounts, and making recommendations for correcting entries. Also, all financial reporting external to JSC comes from this group.

# 3.0 Resources and Funds Control Group

This group maintains the integrity of JSC's funding by updating the accounting system with data from NASA's Headquarters, recording the commitment and obligation of funds into the accounting system, then analyzing the use of funds.

#### Qualifications:

- Degree in accounting or a degree in a related field such as business administration, finance, or public administration that included or was supplemented by 24 semester hours in accounting. The 24 hours may include up to 6 hours of credit in business law.
- At least 1 year of specialized experience as an accountant.

#### Skill Requirements:

- Knowledge and application of accounting principles, theories, and practices
- Ability to interact with a wide range of individuals inside and outside the organization in order to answer questions and obtain information needed to process accounting transactions
- Ability to process accounting transactions using automated accounting systems
- Ability to gather, assemble, and consolidate facts
- Ability to trace transactions through an automated accounting system to resolve discrepancies and bring all records/accounts into agreement
- Ability to communicate orally and in writing
- Proficiency in Microsoft Excel used for preparing spreadsheets and performing reconciliations
- Ability to perform detail work accurately and in a timely manner
- Ability to handle multiple tasks/transactions in a neat and orderly manner

# 4.0 Payables Group

This group enters contract data and invoice terms and conditions into the accounting system and schedules invoice payments.

#### Qualifications:

• At least 1 year of specialized experience in accounting.

#### Skill Requirements:

- Knowledge of financial and accounting processes and procedures
- Ability to use Microsoft Excel for preparing spreadsheets and performing reconciliations
- Ability to process items correctly into an automated system
- Ability to perform detail work accurately and in a timely manner
- Ability to communicate orally and in writing