

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <b>DO-C9</b>	PAGE <b>1</b> OF <b>144</b> PAGES
2. CONTRACT (Proc. Inst. Ident.) NO. <b>NNJ06HE58C</b>		3. EFFECTIVE DATE <b>10/1/06</b>		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. <b>4200129010</b>	
5. ISSUED BY NASA Johnson Space Center 2101 NASA Parkway Houston, Texas 77058-3696		CODE <b>JFI</b>	6. ADMINISTERED BY (If other than item 5) See block 5: Sharyn Lee Willis/BH3/Contract Specialist		
7. NAME AND ADDRESS OF CONTRACTOR Mathematical Research Inc., dba MRI Technologies Attention: Deborah A. Kropp, CEO 1110 NASA Parkway Houston, TX 77058			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		
			9. DISCOUNT FOR PROMPT PAYMENT		
CODE			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN		
FACILITY CODE			ITEM <b>5</b>		
11. SHIP TO/MARK FOR			12. PAYMENT WILL BE MADE BY NASA Johnson Space Center Attn: LF231 Accounts Payable Group 2101 NASA Parkway, Houston, TX 77058-3696		
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
1	Engineering Directorate Resource Management, see Statement of Work		NTE		\$7,400,000.00
15G. TOTAL AMOUNT OF CONTRACT					\$7,400,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

<input type="checkbox"/> 17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ 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 <b>NNJ06129010FI</b> 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.	
19A. NAME AND TITLE OF SIGNER (Type or print) <b>Original Signed by: Debra Kropp, MRI CEO</b>		20A. NAME OF CONTRACTING OFFICER <b>James P. Gips/BH3/ Original Signed by James P. Gips</b>	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY _____ (Signature of person authorized to sign)	<b>8/8/06</b>	BY _____ (Signature of Contracting Officer)	<b>8/8/06</b>

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(END OF SECTION)

**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

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**B.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 B.

**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 B.

(End of Clause)

**B.2 TYPE OF CONTRACT: INDEFINITE QUANTITY, INDEFINITE DELIVERY**

The maximum value that can be ordered under this contract is \$7,400,000.

The minimum value of work that will be ordered under this contract is \$25,000.00.

(End of Clause)

**B.3 DESCRIPTION OF WORK/INSTRUCTIONS**

The contractor shall, in a manner consistent with and subject to the terms and conditions hereof, furnish all resources necessary to accomplish the Engineering Directorate Resource Management requirements in accordance with the Statement of Work set forth in Section J, Attachment J-1

(End of Clause)

**B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$61,321**. This allotment is for Engineering Directorate Resource Management and covers the following estimated period of performance: **October 1, 2006 through October 20, 2006.**

(b) An additional amount of **\$3,679** is obligated under this contract for payment of fee.

(End of clause)

**B.5 ID/IQ RATE PROVISION**

The purpose of this clause is to set forth the direct, indirect, and fee rates to be used in subsequent negotiations and price establishments for ID/IQ task orders in accordance with the task ordering procedures set forth in paragraph H.3 of this contract. The minimum and maximum orders are specified under Section I in 52-216-19. The contractor will use the rates herein to determine the price of each ID/IQ task order. Rates are fully loaded, excluding fee. The following tables are for each contract year:

**B.6 ESTIMATED COST AND FIXED FEE (NFS 1852.216.74) (DEC 1991)**

(a) The estimated cost of this contract is \$0 exclusive of the fixed fee of \$0. The total estimated cost and fixed fee is \$0.

(b) The firm fixed price of the phase in period is \$0.

This clause shall be updated periodically to reflect the value of Task Orders (TOs) issued.

(End of clause)

[END OF SECTION]

**SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT****C.1 STATEMENT OF WORK**

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The contractor shall furnish all resources necessary to accomplish the Engineering Directorate Resource Management requirements in accordance with the Statement of Work set forth in Section J, Attachment J-1 and Data Requirements Description Sheets set forth in Section J, Attachment J-3.

(End of Clause)

[END OF SECTION]



**SECTION D - PACKAGING AND MARKING****D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

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

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

CLAUSE NUMBER	DATE	TITLE
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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)

[END OF SECTION]

**SECTION E - INSPECTION AND ACCEPTANCE**

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**E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

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

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

CLAUSE NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES-- COST- REIMBURSEMENT

**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**

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**F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

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

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

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)

**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.

(End of Clause)

**F.2 PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from October 1, 2006 to September 30, 2011.

(End of Clause)

**F.3 SHIPPING INSTRUCTIONS (JSC PROCUREMENT INSTRUCTION 52-247-94) (APR 1997)**

All documentation shall be shipped to:

Transportation Officer,  
Building 421  
NASA Johnson Space Center  
2101 NASA Parkway  
Houston, TX 77058-3696

Mark for: Accountable Property Officer 807402

Mark with: Purchase Request No. 4200129010

Contract Number: NNJ06HE58C

For reissue to: Mary Vantino/EA2  
(Name)(Mail Code)(Bldg.)(Rm.)

(End of Clause)

#### **F.4 BILLS OF LADING (NFS 1852.247-73) (JUN 2002)**

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) **Commercial Bills of Lading.** All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

"I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: NNJ06HE58C

Destination: \_\_\_\_\_".

(b) **Government Bills of Lading.** (1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government bills of lading (GBLs). As used in this clause, "domestic overseas" means non-continental United States, i.e. Hawaii, Commonwealth of Puerto Rico, and possessions of the United States.

(2) At least 15 days before shipment, the Contractor shall request in writing GBLs from: Transportation Officer, Building 421, Johnson Space Center, 2101 NASA Parkway, Houston, Texas 77058-3696. If time is limited, requests may be by telephone: Cindy Fuller, 281-483-3208. Requests for GBLs shall include the following information.

- (i) Item identification/ description.
- (ii) Origin and destination.
- (iii) Individual and total weights.
- (iv) Dimensional Weight.
- (v) Dimensions and total cubic footage.
- (vi) Total number of pieces.
- (vii) Total dollar value.
- (viii) Other pertinent data.

(End of Clause)

[END OF SECTION]

**SECTION G - CONTRACT ADMINISTRATION DATA**

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**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
------------------	------	-------

No FAR by reference clauses included.

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

CLAUSE NUMBER	DATE	TITLE
1852.216-75	DEC 1988	PAYMENT OF FIXED FEE
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE-- LICENSING
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT- OWNED EQUIPMENT

(End of Clause)

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

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

(b)(1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, they shall be prepared in accordance with paragraph (c) of this clause and submitted to:

NASA Johnson Space Center  
Attn: LF231 Accounts Payable Group  
2101 NASA Parkway

Houston, TX 77058-3696

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

(3) Copies of vouchers should be submitted as follows:

(i) Copy 1 - NASA Contracting Officer

(ii) Copy 2 - DCAA Auditor

(iii) Copy 3 - Contractor

(iv) Copy 4 - Contract Administration Office, if delegated

(v) Copy 5 - Project Manager

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

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to the cognizant DCAA office

DCAA Address:

Houston Branch Office

8876 Gulf Freeway, Suite 500

Houston, TX 77017

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

(i) Copy 1 - NASA Contracting Officer

(ii) Copy 2 - DCAA Auditor

(iii) Copy 3 - Contractor

(iv) Copy 4 - Contract Administration Office, if delegated

(v) Copy 5 - Project Manager

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

(d) Public vouchers for payment of fee shall be prepared similarly to the procedure in paragraph (c) of this clause, and be forwarded to:

NASA Johnson Center  
Attn: Sharyn Lee Willis/BH3  
2101 NASA Parkway  
Houston, TX 77058-3696

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

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

(End of Clause)

### **G.3 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)**

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 18-42.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

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

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

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

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority.

If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification,

the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

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

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

(End of Clause)

#### **G.4 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (NOV 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 (NPR 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.

(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)

**ALTERNATE I (NOV 2004)**

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

(End of Clause)

**G.5 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (NFS 1852.245-73) (OCT 2003)**

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

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

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

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: LF631/Property Accounting and JB3/Property Administrator unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

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

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

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

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

(End of Clause)

**G.6 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77) (JUL 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 J-6. 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: Johnson Space Center.

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.

(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)

**G.7 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/REPRESENTATIVES OF FOREIGN CONTRACTORS (JSC PROCUREMENT INSTRUCTION 52.204-91) (JAN 2006)**

(a) An employee of a domestic Johnson Space Center (JSC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the JSC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign JSC contractor/subcontractor may not be admitted to the JSC site without special arrangements. For employees as described above, advance notice must be given to the Security Office of the host installation [JSC or White Sands Test Facility (WSTF)] at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided. Contractors should be aware that approval for access to the site and issuance of a badge may take much longer than three weeks and sufficient lead time must be allowed to accommodate the approval process.

(b) All visit/badge requests for persons described in (a) above must be entered in the NASA Foreign National Management System (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 approved and processed through the NFMMS. Unescorted access will not be granted unless a favorable National Agency Check (NAC) has been completed by the JSC Security Office, and an approved NASA Foreign National Visitor Security/Technology Control Plan (STTCP), (previously called the Access Control Plan) has been submitted and approved.

(c) The contractor agrees that it will not employ for the performance of work onsite at 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.8 IDENTIFICATION OF EMPLOYEES (JSC PROCUREMENT INSTRUCTION 52.242-92) (JAN 2006)**

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 and visitor badges will be issued only between the hours of 6:00 a.m. to 7:30 p.m., Monday through Friday, and 7:00 am to 4:00 pm on Saturday and Sunday. 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, keys, CAA cards, clearance terminations, JSC Public Key Infrastructure (PKI)/special program deletions, etc.) may result in final payment being delayed.

(End of Clause)

[END OF SECTION]

## SECTION II - SPECIAL CONTRACT REQUIREMENTS

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### 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
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No FAR by reference clauses in Section H.

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

CLAUSE NUMBER	DATE	TITLE
------------------	------	-------

1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES
1852.242-72	AUG 1992	Insert in Paragraph (b): Johnson Space Center OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)

(End of Clause)

### H.2 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (JSC PROCUREMENT INSTRUCTIONS 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 dated April 17, 2006 by reference, with the same force and effect as if it were given in full text.

(End of Clause)

**H.3 TASK ORDERING PROCEDURE (NFS 1852.216-80) (OCT 1996)**

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

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

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

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

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

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

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

(1) Date of the order.

(2) Contract number and order number.

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

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

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

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

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

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

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 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.

(End of Clause)

**H.4 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)**

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall



(1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

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

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

[END OF SECTION]

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

#### I.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
52.202-1	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
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.204-9	JAN 2006	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.209-6	JAN 2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUESTS
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

52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT Insert 30 <sup>th</sup> in Paragraph (a) (3).
52.216-8	MAR 1997	FIXED FEE
52.216-18	OCT 1995	ORDERING Insert "October 1, 2006" through "September 30, 2011" in paragraph (a).
52.216-19	OCT 1995	ORDER LIMITATIONS Insert "\$25,000.", "\$1,500,000.", "\$2,500,000." 5 (five) and "5 (five)" in paragraphs (a), (b) (1), (b) (2), (b) (3) and (d), respectively.
52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATION ON SUBCONTRACTING
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO- KNOW INFORMATION, ALTERNATE I (AUG 2003) AND ALTERNATE II (AUG 2003)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	MAR 2005	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
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL As modified by

		1852.227-14 NASA FAR Supplement (OCT 1995)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA-SPECIAL WORKS AS MODIFIED BY NFS 1852.227.17 (delete paragraph (e))
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT, (ALTERNATE I) (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION
		Insert "no later than 15 days prior to submission of the first request for payment" in Paragraph (b) (1).
52.233-1	JUL 2002	DISPUTES, (ALTERNATE I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALTERNATE I) (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST-REIMBURSEMENT (ALTERNATE I) (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS (ALTERNATE I) (MAR 2005) Insert "Bastion Technologies" in paragraphs k
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	DEC 2004	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	APR 1984	PROPERTY RECORDS
52.245-5	MAY 2004	GOVERNMENT PROPERTY (COST- REIMBURSEMENT, TIME-AND- MATERIAL, OR LABOR-HOUR CONTRACTS) (DEVIATION) REFERENCE PROCUREMENT INFORMATION CIRCULAR 99-15
52.246-25	FEB 1997	LIMITATION OF LIABILITY-- SERVICES
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

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

CLAUSE NUMBER	DATE	TITLE
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION
1852.243-71	MAR 1997	SHARED SAVINGS

(End of Clause)

**I.2 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.

(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 12 months from the period of performance specified in the "Period of Performance" clause in Section F.

(End of Clause)

**I.3 SPECIAL 8(a) CONTRACT CONDITIONS (FAR 52.219-11) (FEB 1990)  
(DEVIATION)**

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Memorandum of Understanding between the Small Business Administration (SBA) and the National Aeronautics and Space Administration. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

Cheryl Kraft

~~Houston District Office~~

**8701 S. Gessner Drive, Suite 1200**

**Houston, Texas 77074**

**713.773.6500**

**Fax 713.773.6550**

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

**I.4 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a)  
CONCERNS (FAR 52.219-18) (JUN 2003) DEVIATION**

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

- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.
- (2) The Mathematical Research Inc, dba MRI Technologies will notify the NASA Johnson Space Center Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of Clause)

## **I.5 PAYMENT FOR OVERTIME PREMIUM (FAR 52.222-2) (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0 or the overtime premium is paid for work—

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

(End of Clause)

#### **I.6 COMMERCIAL BILL OF LADING NOTATIONS (FAR 52.247-1) (FEB 2006)**

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Johnson Space Center and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Johnson Space Center and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. NNJ06HE58C. This may be confirmed by contacting Johnson Space Center, Attention Transportation Manager/JB7, 2101 NASA Parkway, Houston, Texas 77058-3696.

(End of Clause)

#### **I.7 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FAR 52.247-67) (FEB 2006)**

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—

- (1) By the Contractor under a cost-reimbursement contract; and
- (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to:

NASA Johnson Space Center  
Attention: Transportation Manager/JB7  
NASA Parkway  
Houston, Texas 77058-3696



(End of Clause)

## **I.8 CLAUSES INCORPORATED BY REFERENCE (FAR 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/these address(es):

\_\_\_\_\_ <http://www.arnet.gov/far/> \_\_\_\_\_

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

(End of Clause)

## **I.9 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76) (NOV 2004)**

(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 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 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 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)

#### **I.10 OMBUDSMAN (NFS 1852.215-84) (OCT 2003) (ALTERNATE I) (JUN 2000)**

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

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

Ombuds: Johnson Space Center, Shannon W. Lucid, Mail Code CB, e-mail address: [Shannon.W.Lucid@nasa.gov](mailto:Shannon.W.Lucid@nasa.gov), Phone: 281-244-8938.

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

(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 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR  
PERSONNEL (FAR 52.204-9) (JAN 2006) See Section J.8 for PIV Card  
Issuance Procedures**

(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.

(End of clause)

[END OF SECTION]

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

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**SECTION J - LIST OF ATTACHMENTS**

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<u>ATTACHMENTS</u>	<u>TITLE</u>
J-1	STATEMENT OF WORK
J-2	DATA REQUIREMENTS LIST (DRL)
J-3	DATA REQUIREMENTS DESCRIPTION (DRD)
J-4	DELIVERY ORDER TRACKING MATRIX
J-5	SAFETY AND HEALTH PLAN
J-6	INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
J-7	PHASE-IN-PLAN
J-8	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL, PIV CARD ISSUANCE PROCEDURES

## **ATTACHMENT J-1 STATEMENT OF WORK**

### **1. Introduction**

This statement of work (SOW) describes the requirements that shall be met by the contractor in the delivery of resource management functions (RM), services, and products in support of the Engineering Directorate (EA) at the Johnson Space Center (JSC). The contractor shall be responsible for the overall successful performance of the work necessary to provide the products and services required for fulfillment of this SOW.

### **2. Scope of Work**

The contractor shall provide services and products that establish and maintain resource management for products and services of the Engineering Directorate (EA), Offices and Divisions. This function is delineated into specific tasks that are performed within the scope of this contract. The selection and refinement of those specific tasks will be described at the task order sub level.

Quality management system (QMS) documents applicable to this Statement of Work are called out in the Statement of Work and Task Order and are available via the Organizational Master List, <http://science.nasa.gov/centers/900/master-master.caf>, via the JSC homepage. The web pages are continuously evolving; therefore, the contractor shall be responsible for ensuring the use of the most recent document revisions in the implementation of this contract.

### **3. Resource Management Function**

The contractor shall provide RM support functions for the Engineering Directorate, Offices, and Divisions. The policies and procedures implemented shall be consistent with Engineering Directorate processes. Resource management support functions follow.

- 3.1 Provide and maintain resource and budget reports. Specific tasks include 1) providing resource analyst support for NASA accounting systems; 2) compiling monthly reports addressing current funding, obligations, and cost information; 3) maintaining quality control of financial data to ensure official, archived copy is electronically available, stored, and retrievable; 4) providing technical, cost, and schedule briefings with input from Office or Division personnel for customer reviews; 5) providing support for Program Operation Plan (POP) and other budget planning activities; and 6) preparing and maintaining resource plans and status reports comparing actual performance with planned performance.
- 3.2 Support processing of agreements for Directorate, Office, and Division products and services. Specific tasks include 1) preparing and tracking Internal Task Agreements (ITAs), 2) processing task orders for engineering contracts, and 3) processing purchase requests for material procurements.

#### 4. Applicable Documents

The following documents are applicable for the work performed under this Statement of Work. All documents are available via the Engineering Directorate Master Documents Lists of the Quality Management System (QMS). The Master Documents List is constantly evolving. The contractor shall ensure that the most recent revision of all documents applicable to this task order is utilized in performance of this task order.

Document Number	Document Title
EA WI-023	Project Management of GFE Flight Projects
EA WI-027	Configuration Management Requirements
EA-WI-029	Flight Readiness Assessment

#### 5. Contract Deliverables

The contractor shall deliver the following products to the Technical Management Representative (TMR) for each respective task order sub-level.

#	End Items and Deliverables	Task Order Sub Levels	Description of End Items and Deliverables	Frequency (F) Quantity (Qty) Metrics (M) Quality (Q)
1	NF533	1, 2, 3, 4, 5, 6, 7, 8, and 9	Financial data reported at the contract level and the task order sub levels.(See DRD #3)	F: Monthly and Quarterly Qty: On average per sub level task order requesting, 12 NF533M and 4 NF533Q per contract year M: Delivered on time Q: No rework
2	Cost Summary of a subtask	6	Financial data that provides actual versus planned cost details. This data is in addition to NF533 data. This data is only required when requested by a subtask of a task order sub level.	F: One for each NF533 (for those subtasks requesting the additional detail) Qty: One with every NF533M, or on average per sub level task order requesting, 12 per contract year M: Delivered on time Q: No rework
3	Records	1, 2, 3, 4,	Quality records of financial	F: Continual

		5, 6, 7, 8, and 9	and resource data associated with delivery of services, products, or hardware provided by the Engineering Directorate, its offices, and its divisions	Qty: As an average per sub level task order requesting, 3 per day M: Delivered within timeframe specified by task order sub level details Q: No or minimal rework (exclusive of editorial changes due to requestor inputs)
4	Reports	1, 2, 3, 4, 5, 6, 7, 8, and 9	Metrics, summaries, and schedules of financial and resource data associated with delivery of services, products, or hardware provided by the Engineering Directorate, its offices, and its divisions	F: Continual Qty: As an average per sub level task order requesting, once per week M: Maintenance and archiving schedules that meet expectations of requestor Q: Records accessible when needed, records easy to find, accurate content of maintained and archived records
5	Purchase Requests Task Order Requests	2, 3, 6, 7	Request made on the behalf of the Directorate-, office-, or Division to acquire products or services from a specified vendor	F: As requested Qty: As an average per sub level task order requesting, 5 per month M: Delivered within timeframe specified by task order sub level details Q: No or minimal rework (exclusive of editorial changes due to requestor inputs)



ATTACHMENT J-2 DATA REQUIREMENTS LIST (DRL)

**JSC DATA REQUIREMENTS LIST (DRL)**Page 1 of 2

(See reverse for instructions)

Based on JSC-STD-123

a. Title of Contract, Project, SOW, etc. Engineering Directorate Resource Management			b. Contract/RFP No. NNJ06129010R		c. DRL Date/Mod Date	
1. Line item no. 1	2. DRD Title Program Management Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency 1	5. As-of-date	6. 1 <sup>st</sup> subm. date with proposal	7. Copies a. Type b. Print
8. Distribution (Continue on a blank sheet if needed) BH/Sharyn Willis/Contract Specialist EA2/Mary Vantino/COTR NS/Safety and Test Operations			9. Remarks			
1. Line item no. 2	2. DRD Title RESERVED	3. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency See Blk. 9	5. As-of-date See Blk. 9	6. 1 <sup>st</sup> subm. date Blk. 9	7. Copies a. Type b. Blk. 9 Blk. 9
8. Distribution (Continue on a blank sheet if needed)			9. Remarks			
1. Line item no. 3	2. DRD Title Financial Management Data	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency See Blk. 9	5. As-of-date See Blk. 9	6. 1 <sup>st</sup> subm. date See Blk. 9	7. Copies a. Type b. Elect. Blk. 9
8. Distribution (Continue on a blank sheet if needed) BH/ Sharyn Willis/Contract Specialist LF6/Cost Accounting EA2/Mary Vantino/COTR TMR of each respective Task Order			9. Remarks 4. Frequency: NF533M = monthly, NF533Q = quarterly. 5. As of date: End of the contractor's accounting period for the first month of the contract. 6. First submission: 10th working day after end 1st accounting period. 7b. One for each person on distribution list.			
1. Line item no. 4	2. DRD Title SA-1-1, Safety and Health Plan	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency 1	5. As-of-date	6. 1 <sup>st</sup> subm. date with proposal	7. Copies a. Type b. Print
8. Distribution (Continue on a blank sheet if needed) BH/Sharyn Willis/Contract Specialist (1 copy) EA2/Mary Vantino/COTR (1 copy) NS/Safety and Test Operations Division (2 copies) SD13 Occupational Health Officer (1 copy) JE/Environment Services (1 copy)			9. Remarks			

J-2-2

**JSC DATA REQUIREMENTS LIST (DRL)**(See reverse for instructions)  
Based on JSC-STD-123Page 2 of 2

a. Title of Contract, Project, SOW, etc. Engineering Directorate Resource Management			b. Contract/RFP No. NNJ06129010R		c. DRL Date/Mod Date	
1. Line item no. 5	2. DRD Title Safety and Health Program Self Evaluation	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency annually	5. As-of-date	6. 1 <sup>st</sup> subm. date See Blk. 9	7. Copies a. Type b. Print
8. Distribution (Continue on a blank sheet if needed) BH/Sharyn Willis/Contract Specialist (1 copy) EA2/Mary Vantino/COTR (1 copy) NS2/Occupational Safety Branch (2 copies) SD13/Occupational Health Officer (1 copy)			9. Remarks Report due September 30th each year.			
1. Line item no. 6	2. DRD Title SA-1-14, Monthly Safety and Health	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency Monthly	5. As-of-date	6. 1 <sup>st</sup> subm. date See Blk. 9	7. Copies a. Type b. Print
8. Distribution (Continue on a blank sheet if needed) BH/Sharyn Willis/Contract Specialist (1 copy) EA2/Mary Vantino (1 copy) NS2/Occupational Safety Branch (2 copies) SD13/Occupational Health Officer (1 copy)			9. Remarks 6. Monthly by 10th of month following month being reported.			
1. Line item no. 7	2. DRD Title SA-1-16, Lessons Learned Program Plan and Lessons Learned	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency See Blk. 9	5. As-of-date	6. 1 <sup>st</sup> subm. date	7. Copies a. Type b.
8. Distribution (Continue on a blank sheet if needed) JSC Lessons Learned Database at <a href="http://iss-www.jsc.nasa.gov/ss/issapt/lldb/">http://iss-www.jsc.nasa.gov/ss/issapt/lldb/</a> EA2/Mary Vantino (1 copy) BH/Sharyn Willis/Contract Specialist (1 copy)			9. Remarks See DRD for details about frequency and submission.			
1. Line item no. 8	2. DRD Title Organizational Conflicts of Interest Avoidance Plan	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency See Blk 9	5. As-of-date	6. 1 <sup>st</sup> subm. date	7. Copies a. Type b. Print
8. Distribution (Continue on a blank sheet if needed) EA2 Mary Vantino (1 copy) BH/Sharyn Lee Willis/Contract Specialist (1 copy)			9. Remarks Initial - Plan to be submitted with proposal when performance will necessitate contractor access to sensitive information. Final - To be incorporated into the contract as a compliance document; whenever circumstances change requiring a revision to the plan; Approval - Contracting Officer			



**ATTACHMENT J-3 DATA REQUIREMENTS DESCRIPTION (DRD's)**

1. DRD Title  Program Management Plan	2. Date of current version	3. DRL Line Item No.  1	RFP/Contract No. (Procurement completes)  NNJ06129010R
4. Use (Define need for, intended use of, and/or anticipated results of data)  To provide detail as to how the infrastructure will ensure delivery of the requirements as specified in the Statement of Work and DRD's.			5. DRD Category: (check one)  <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
6. References (Optional)  none		7. Interrelationships (e.g., with other DRDs) (Optional)  none	

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

The Program Management Plan shall contain the following content and scope.

- Explanation of how the methodology of the Program Management Plan will be implemented as it relates to the SOW requirements and the execution of the contract.
- Description of how the contractor will interface with the Engineering Directorate Offices and Divisions and with the Engineering Directorate customers including the Space Shuttle Program, International Space Station Program, Extravehicular Activity Program, and the Constellation Program.
- Discussion of the contractor plan to implement Engineering Directorate requirements, measure Engineering Directorate satisfaction, and identify and resolve Engineering Directorate concerns.
- Discussion of the plan to integration, assessment, and reporting of cost.

**JSC DATA REQUIREMENTS DESCRIPTION (DRD)**

1. DRD Title  RESERVED	2. Date of current version	3. DRL Line Item No.  2	RFP/Contract No. (Procurement completes)  NNJ06129010R
4. Use (Define need for, intended use of, and/or anticipated results of data)			5. DRD Category: (check one)  <input type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
6. References (Optional)  none	7. Interrelationships (e.g., with other DRDs) (Optional)  none		
8. Preparation Information (Include complete instructions for document preparation)			

1. DRD Title  Financial Management Data	2. Date of current version	3. DRL Line Item No.  3	RFP/Contract No. (Procurement completes)  NNJ06129010R
4. Use (Define need for, intended use of, and/or anticipated results of data)  Provides cost reporting and cost evaluation.			5. DRD Category: (check one)  <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
6. References (Optional)  NF533 Manual and Video	7. Interrelationships (e.g., with other DRDs) (Optional)  none		
8. Preparation Information (Include complete instructions for document preparation)			

**SCOPE:**

The following financial management data shall be provided by the contractor:

1. NASA Form 533 (NF533M, NF533Q) contract summary page,
2. NASA Form 533 (NF533M, NF533Q) task order summary pages, one task order per page,
3. Cumulative costs (with fiscal year demarcation) for each individual contract year in addition to the overall cumulative contract costs,
4. Supplemental cost breakout by task or project when mandated by task order,
5. Monthly variance report shall be provided at the contract level and at the task order level with explanations provided when a +/- 5% variance occurs between the monthly forecasted cost and the actual cost for that month.

**FORMAT:**

For items 1-2, NF533M and NF533Q shall be used for reporting.

For item 3, tabulated data shall be provided (based on NF533 data) showing cumulative costs for each contract year. A demarcation shall also be made to indicate Fiscal Year cumulative costs.

For item 4, supplemental monthly total cost data shall be provided in an itemized listing that identifies subcomponents of the task order as requested by task order. For example:

Task A total cost = \$X  
 Task A-1 cost = \$a  
 Task A-2 cost = \$b.

For item 5, variance explanations shall identify what caused the variance (i.e., change in direction, unexpected problems, etc.), address any impact to delivery or schedule, and provide the contractor's plan for resolving the impact of the variance. The variance computation = (Forecasted Monthly Cost – Monthly Actual Cost)/Monthly Forecasted Cost

**FIRST SUBMISSION DATE:**

NF533Q (initial baseline) shall be submitted 30 days after contract start.

NF533M shall be submitted no later than 10 working days following the close of the contractor's first monthly accounting period.

Supplemental task order costs shall be submitted no later than 5 working days following the submission of the first NF533M.

Variance explanation shall be submitted no later than 5 working days following the submission of the first NF533M.

**FREQUENCY OF SUBMISSION:**

NF533Q Due not later than the 15<sup>th</sup> day of the month preceding the quarter being reported.

NF533M Due not later than 10 working days following the close of the contractor's monthly accounting period. Supplemental task order costs shall be submitted no later than 5 working days following the submission of the NF533M.

Variance explanation shall be submitted no later than 5 working days following the submission of the NF533M.



DRD: Financial Management Data  
DRL Line Item Number: 3

ATTACHMENT 1:  
NASA FORM 533 ADDITIONAL INFORMATION

### JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123 )

#### Reviewed By:

Chief, Cost Accounting, Reports, and Property Branch  
Financial Management Division

Date

#### Concurred By:

Chief Financial Officer

Date

1. DRD Title	2. Date of current version	3. DRL Line Item No.	RFP/Contract No.
NASA Contractor Financial Management Reporting	11/3/05	3	NNJ06129010R
4. Use (Define need for, intended use of, and/or anticipated results of data)			5. Category (Check one)
Provides cost reporting and cost evaluation			<input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
6. References (Optional)		7. Interrelationships (e.g., with other DRDs)	
8. Preparation Information (Include complete instructions for document preparation).			

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

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

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

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

<u>Cost Elements</u>	<u>Definitions</u>
<i>Labor</i>	Reported to NASA as hours are incurred.
<i>Equipment &amp; Materials (commercial off the shelf)</i>	Generally reported to NASA when received and accepted by the contractor.
<i>Manufactured Equipment</i>	Defined as any equipment that is produced to specific requirements that make it useless to anyone else without rework. Cost should be reported to NASA as the equipment is being manufactured. The straight-line method for estimating accrued costs or the use of supplemental information obtained from the vendor are acceptable methods used to calculate the cost accrual amount.
<i>Leases</i>	Reported to NASA using a proration over the life of the lease.
<i>Travel</i>	Reported to NASA as costs are incurred.
<i>Subcontracts</i>	Actual and estimated costs reported by prime contractors shall include subcontractors' incurred costs for the same accounting period. Where subcontract costs are material, they should be separately identified on NF533 reports. The prime contractor shall include in the total cost of each subdivision of work the accrued cost (including fee, if any) of related subcontractor effort. Subcontractors should, therefore, be required to report cost to the prime contractor, using the accrual method of accounting. If the G&A and fee reported by a subcontractor are at the total subcontractor level, these costs must be allocated to specific subdivisions of work. Data submitted by the subcontractor should be structured similar to the prime contractor's NF533 to enable the prime contractor to properly report to NASA. For Firm Fixed Price subcontracts with a contract value greater than \$500,000, the prime contractor is required to document the methodology used to generate the sub-contractor costs reported and provide this information to the Contracting Officer and Center Deputy Chief Financial Officer (Finance).
<i>Unfilled Orders</i>	Reported as the difference between the cumulative cost incurred to date and amounts obligated to suppliers and subcontractors.
<i>Fee</i>	Should be accrued as earned using a consistent and auditable

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

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

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

The due dates for the NF533M and NF533Q reports are outlined in Chapter 3 of NPR 9501.2D. The following is a summary of the NF533 due date requirements.

<u>NF533 Report</u>	<u>Due Date</u>
NF533M	Due not later than 10 working days following the close of the contractor's monthly accounting period.
NF533Q	Due not later than the 15th day of the month proceeding the quarter being reported.

The due dates reflect the date the NF533 reports are received by personnel on the distribution list, not the date the reports are generated or mailed by the contractor. It is critical that the NF533 reports are submitted in a timely manner to ensure adequate time for NASA to analyze and record the cost into the NASA accounting system.

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

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

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

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

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

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

#### Electronic NF533 Requirement

In addition to submitting the NF533M or NF533Q in a hardcopy format, the contractor, upon request, shall submit the NF533 electronically by the same due date as the hardcopy. The data shall be submitted via email using the Government prescribed flat file format (see attached

Agency Defined File Format for an example of the layout details) and shall include the following header information from the hardcopy.

<u>Data Element</u>	<u>Description</u>
Contract Number	NASA assigned contract number
Modification Number	Latest definitive Modification Number
Accrual Date	Date the data was generated for
Report Period End Date	Period ending date of the NF533
Operating Days	Number of operating days for the current NF533
Date Received/Submitted	Date the report is submitted
CCR Format	Monthly (NF533M) or Quarterly (NF533Q)
Cost Unit of Measure	Unit of measure used to report cost on the NF533 report
HR/WYE Unit of Measure	Unit of measure used to report Hours/Work Year Equivalents (WYEs) on the NF533 report
Authorized Contractor Representative	Name of Contractor Approving Officer
Authorized Contractor Representative Date Signed	Date the NF533 is approved and signed by the authorized Contractor Representative
Monthly Grand Total Cost Incurred (7a)	Grand Total Actual Monthly cost for the prior month (column 7a on the NF533)
Monthly Grand Total HR/WYE (7a)	Grand Total Actual monthly hours/WYEs for the prior month (column 7a on the NF533)
Monthly Grand Total Cost Planned (7b)	Prior month planned cost (column 7b on the NF533)
Grand Total Cost Incurred ITD (7c)	Grand total contract cost from Inception to Date (ITD) (column 7c on the NF533)
Grand Total Planned Cost (7d)	Grand total planned contract cost (column 7d on the NF533)
Grand Total Estimated Cost (8a)	Grand total current month cost estimate (column 8a on the NF533)
Grand Total Estimated HR/WYE (8a)	Grand total current month HR/WYE estimate (column 8a on the NF533)
Grand Total Next Month Estimated Cost (8b)	Grand total next month cost estimate (column 8b on the NF533)
Grand Total Balance of Contract (8c)	Contract Balance for the remaining estimate to complete (column 8c on the NF533)
Grand Total Contractor Estimate (9a)	Contractor estimate to complete entire scope of contract (column 9a on the NF533)

Grand Total Contract Value (9b)

Contractor distribution of contract value by the reporting categories (column 9b on the NF533)

Grand Total Unfilled Orders Outstanding (10)

Unfilled order outstanding at the end of the reporting period (column 10 on the NF533)

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

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

### Category

The flat file shall be saved as a text file with no extension (do not include .txt after the file name) and named in strict accordance with the specific format described in the attached Agency Defined File Format document.

Attachments:

Attachment 1 Contract Summary Report/533M  
Attachment 2 Quarterly 533Q Report/Baseline Report

Distribution:

LF6 Cost Accounting (1 hardcopy)  
BH2 Jessica M. Niebuhr, Contracting Officer (1 hardcopy)  
Budget/Program Analyst (1 hardcopy)  
EA2 Mary C. Vantino, Technical (1 hardcopy)  
\_\_\_\_\_ TMR of each respective Task Order  
\_\_\_\_\_ Upon Request, E-Mail Account (1 electronic copy)

NASA FORM  
533M AUG  
96  
PREVIOUS  
EDITIONS  
ARE  
OBSOLETE

<b>Quarterly Contractor Financial Management Report</b>										Form Approved O.M.B. No. 2700-3003				<b>2. REPORT FOR QUARTER BEGINNING</b>						
To:						From:										3. CONTRACT VALUE				
												a. COST \$		b. FEE \$						
1. DESCRIPTION OF CONTRACT		a. TYPE				b. CONTRACT NO. AND LATEST DEFINITIZED MOD. NO.						4. FUND LIMITATION \$								
		c. SCOPE OF WORK				d. AUTH. CONTR. REP. (Signature)				DATE		5. BILLING								
												a. INVOICE AMTS. BILLED \$		b. TOTAL PYTS. RECD. \$						
6. REPORTING CATEGORY		7. COST INCURRED/HOURS WORKED			8. ESTIMATED COST/HOURS TO COMPLETE										9. ESTIMATED FINAL COST/HOURS		10. ESTIMATED COMPLETION DATE		11. UN-FILLED ORDERS OUT-STANDING	
CUMULATIVE ACTUAL THROUGH PRIOR MONTH a.	CURRENT MONTH ESTIMATE b.	CUMULATIVE ESTIMATE TO DATE c.	MONTH a.	MONTH b.	MONTH c.	QUARTER d.	QUARTER e.	QUARTER f.	BALANCE OF FY. g.	NEXT FY. h.	BALANCE OF CONTRACT i.	TOTAL TO COMPLETE j.	CONTRACTOR ESTIMATE a.	CONTRACT VALUE b.						



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

**MACFPS001\_NAS00-0001\_yyyy\_mm\_dd**

**SAP 2 Charter Center Abbreviations**

Headquarters	HQ	Dryden	DR
Marshall	MA	Goddard	GO
Ames	AM	Stennis	ST
Glenn	GL	Johnson	JO
Langley	LA	Kennedy	KE

## Example File Format

### Header (Non-Repeating Segment)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/Optional	OTHER CCR Required/Optional	Field Name	St Pos	EndPos	Len	Format
<b>HEADER:</b>									
Record Type	Used by eGate to determine record type	'HD' for Header	Required	Required	RECORD_TYPE	1	2	2	CHAR
Contract Number	Contract Number (1b)	Header field—submitted with CONTRACTOR data or defaulted by interface or extension	Required	Required	CONTRACT_NUMBER	3	12	10	CHAR
	Latest definitive Modification Number(CR8197)				MOD_NUMBER	13	18	6	CHAR
Accrual Date	Date the data was generated for. Used by SAP as part of Oracle table key	Accrual Date. MM01YYYY, where MM is the Accrual Month and YYYY is the fiscal year	Required	Required	ACCRUAL_DATE	19	26	8	DATE MM01YYYY
Report Period End Date	Report Period End Date is a date(2)	Header field—submitted with CONTRACTOR data or defaulted by interface or extension	Required	Required	REP_END_DATE	27	34	8	DATE
Operating Days	Operating days(2).	Header field—submitted with CONTRACTOR data	Required	Optional unless Required by contract	OPER_DAYS	35	40	6	NUMERIC
Date Received	Date Received (1d)	System Date upon which the cost data is loaded into the CCR Extension	Required	Required	DATE_REC	41	48	8	DATE
CCR Format	'M' for Monthly and 'Q' for Quarterly (SIR2047)	Submitted with CONTRACTOR data	Required	Required	CCR_FORMAT	49	49	1	CHAR
Cost Unit of Measure	Cost Unit of Measure (SIR2047)	Submitted with CONTRACTOR data	Required	Required	COST_UOM	50	51	2	CHAR

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/ Optional	OTHER CCR Required/ Optional	Field Name	St Pos	EndPos	Len	Format
HR/WYE Unit of Measure	Hour/Work-Year-Equivalent Unit of Measure (SIR2047)	Submitted with CONTRACTOR data	Required	Required	HR_WYE_UOM	52	53	2	CHAR
	Authorized Contractor Representative – Name of Contractor Approving Officer (CR 8197)				AUTH_SIGNATURE	54	78	25	CHAR
	Authorized Contractor Representative Date Signed – Date CCR is approved/signed by authorized contractor representative (CR 8197)				AUTH_SIGNATURE_DATE	79	86	8	DATE MMDDYYYY
Grand Total Cost Incurred Month (7a)	The Grand Total Contract Prior Month Actual Dollars Column 7a reports actual costs for the prior month.	Submitted with CONTRACTOR data	Required	Optional. Only required if lower detailed line item data is submitted in monthly batch file.	GT_COST_INCUR_MONTH	87	99	13	CURRENCY(2)
Grand Total HR/WYE (7a)	The Grand Total Contract Prior Month Actual Hours Column 7a reports actual HR or WYE for the prior month.	Submitted with CONTRACTOR data	Required if detailed line item data is submitted in monthly batch file.	Required if detailed line item data is submitted in monthly batch file.	GT_HRWYE_PRIOR_MONTH	100	109	10	NUMERIC(1)
	The Grand Total Contract Prior Month Planned Dollars Column (7b) reports planned costs for the prior month. (CR8197)				GT_COST_PLANNED_MONTH	110	122	13	CURRENCY (2)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/ Optional	OTHER CCR Required/ Optional	Field Name	St Pos	EndPos	Len	Format
Grand Total Cost Incurred ITD (7c)	The Grand Total Contract Cost Dollars Column 7c which represents Contract Cost Inception to Date	Submitted with CONTRACTOR data	Required. Does not require detailed line item data if provided from Cost Incurred Month (7a)	Required if detailed line item data is provided for this column	GT_ITD_COST	123	135	13	CURRENCY (2)
	Grand Total Contract Planned Cost Dollars Column (7d) which represents Planned Contract Cost Inception to Date (CR 8197)				GT_COST_PLANNED_ITD	136	148	13	CURRENCY (2)
Grand Total Estimated Cost (8a)	The Grand Total Contract Estimated Cost for first upcoming month, or Current Month Estimate for cost.	Submitted with CONTRACTOR data	Required	Required if detailed line item data is provided for this column	GT_EST_COST	149	161	13	CURRENCY (2)
Grand Total HR/WYE (8a)	The Grand Total Contract Estimated Hours for first upcoming month, or Current Month Estimate for HR/WYE.	Submitted with CONTRACTOR data	Required if detailed line item data is provided for this column	Required if detailed line item data is provided for this column	GT_HRWYE_F_RST_MONTH	162	171	10	NUMERIC (1)
Grand Total Next Month Estimated Cost (8b)	The Grand Total Contract Estimated Cost for second upcoming month or Next Month Estimate for cost.	Submitted with CONTRACTOR data	Required if detailed line item data is provided for this column	Required if detailed line item data is provided for this column	GT_NEXT_MONTH_EST	172	184	13	CURRENCY (2)
	Grand Total Balance of Contract for the remaining estimate to complete (CR 8197)				GT_BALANCE_CONTRACT	185	197	13	CURRENCY (2)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/ Optional	OTHER CCR Required/ Optional	Field Name	St Pos	EndPos	Len	Format
	Grand Total Contractor Estimate for the total estimate to complete entire scope of contract (CR 8197)				GT_BALANCE_CONTRACTOR_ESTIMATE	198	210	13	CURRENCY (2)
	Grand Total Contract Value based upon Contract Modifications (CR 8197)				GT_CONTRACT_VALUE	211	223	13	CURRENCY (2)
	Grand Total Unfilled Orders Outstanding at end of reporting period (CR 8197)				ST_UNFILLED_ORDERS	224	236	13	CURRENCY (2)

## Example File Format

### Detail (Repeating Segment)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/ Optional	OTHER CCR Required/ Optional	Field Name	St Pos	End Pos	Len	Format
<b>CCR DETAIL LINE ITEMS:</b>									
Record Type	'DM' for Monthly column 7a Detail; 'DQ' for ITD Column 7c Detail	'RD' for Detail	Required	Required	RECORD_TYPE	1	2	2	CHAR
Reporting Category	Reporting Category (6)	Line item field—submitted with CONTRACTOR data	Required	Required	SERV_ORD_CAT	3	26	24	CHAR
Cost Incurred Month (7a)	Prior Month incurred costs (ACTUALS) for given category.	Line item field—submitted with CONTRACTOR data	Required if detailed line item data is not provided from Cost Incurred Month (7c)	Determined by contract requirement- data from Column 7a, 7c or 8a	COST_INCUR_MONTH	27	39	13	CURRENCY (2)
HR/WYE Incurred Month (7a)	Prior month incurred hours worked [Actuals] for given category..	Line item field—submitted with CONTRACTOR data	Optional unless Required by contract for WYE calculation	Optional unless Required by contract for WYE calculation	HRWYE_INCUR_MONTH	40	49	10	NUMERIC (1)
	Contract Prior Month Planned Dollars Column (7b) reports planned costs for the prior month (CR 8197)				COST_PLANNED_MONTH	50	62	13	CURRENCY (2)
	Contract Cost Dollars Column (7c) which represents Contract Cost Inception to Date (CR 8197)				CUR_COST_INCUR_ITD	63	75	13	CURRENCY (2)
	Contract Planned Cost Dollars Column (7d) which represents Planned Contract Cost Inception to Date (CR 8197)				COST_PLANNED_ITD	76	88	13	CURRENCY (2)
Current Month Estimated Cost (8a)	Estimated costs for first upcoming month for given category.	Line item field—submitted with CONTRACTOR data	Required.	Determined by contract requirement- data from Column 7a, 7c or 8a	CUR_MONTH_EC	89	101	13	CURRENCY (2)
HR/WYE Current Month Estimate (8a)	Estimated hours for first upcoming month for given category. Will only be needed if labor hours are required to be submitted electronically per contract.	Line item field—submitted with CONTRACTOR data	Optional unless Required by contract for WYE calculation	Optional unless Required by contract for WYE calculation	HRWYE_CUR_MONTH_EST	102	111	10	NUMERIC (1)
Next Month Estimated	Estimated costs for second upcoming month for given category.	Line item field—submitted with	Required unless not part of Contract	Required unless not part of Contract	NEXT_MONTH_EC	112	124	13	CURRENCY (2)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/ Optional	OTHER CCR Required/ Optional	Field Name	St Pos	End Pos	Len	Format
Cost (8b)		CONTRACTOR data	scope	scope					
	Balance of Contract for the remaining estimate to complete (8c) (CR 8197)				BALANCE_CONTRACT	125	137	13	CURRENCY (2)
	Contractor Estimate for the total estimate to complete entire scope of contract (9a) (CR 8197)				CONTRACTOR_ESTIMATE	138	150	13	CURRENCY (2)
	Contract Value based upon Contract Modifications (CR 8197)				CONTRACT_VALUE	151	163	13	CURRENCY (2)
	Unfilled Orders Outstanding at end of reporting period (CR 8197)				UNFILLED_ORDERS	164	176	13	CURRENCY (2)
	Used by SAP to determine Reporting Category Level (1.1.2.2.1) (CR 8197)				REPORTING_LEVEL	177	206	30	CHAR
	Fill in an "X" if record is a Reporting Category. Otherwise, leave blank for Sub-Reporting Category Line Items and Element of Cost detail records. This field is used by SAP to determine if the record is a Reporting Category. (CR 8197)				REPORTING_CAT_INDICATOR	207	207	1	CHAR

## Example File Format

### Sub-Reporting Category Line Items – Repeating Segment

Field Name	Start Pos	End Pos	Length	Format	Variable Repetition (?,*,+,n-n)	Description
SUB_RECORD_TYPE	1	2	2	CHAR		'SM' for Monthly column 7a Detail; 'SQ' for ITD column Detail
SUB_REP_CAT	3	26	24	CHAR		Reporting Category
SUB_COST_INCUR_MONTH	27	39	13	CURRENCY (2)		Prior month incurred costs (Actuals) for given category.
SUB_HRWYE_INCUR_MONTH	40	49	10	NUMERIC (1)		Prior month incurred hours worked (Actuals) for given category.
SUB_COST_PLANNED_MONTH	50	62	13	CURRENCY (2)		Contract Prior Month Planned Dollars Column (7b) reports planned costs for the prior month.
SUB_CUR_COST_INCUR_ITD	63	75	13	CURRENCY (2)		Contract Cost Dollars Column (7c) which represents Contract Cost Inception to Date.
SUB_COST_PLANNED_ITD	76	88	13	CURRENCY (2)		Contract Planned Cost Dollars Column (7d) which represents Planned Contract Cost Inception to Date.
SUB_CUR_MONTH_EC	89	101	13	CURRENCY (2)		Estimated costs for first upcoming month for given category (8a).
SUB_HRWYE_CUR_MONTH_EST	102	111	10	NUMERIC (1)		Estimated hours for first upcoming month for given category. Will only be needed if labor hours are required to be submitted electronically per contract (8a).
SUB_NEXT_MONTH_EC	112	124	13	CURRENCY (2)		Estimated costs for second upcoming month for given category (8b).
SUB_BALANCE_CONTRACT	125	137	13	CURRENCY (2)		Balance of Contract for the remaining estimate to complete (8c).
SUB_CONTRACTOR_ESTIMATE	138	150	13	CURRENCY (2)		Contractor Estimate for the total estimate to complete entire scope of contract (9a).
SUB_CONTRACT_VALUE	151	163	13	CURRENCY (2)		Contract Value based upon Contract Modifications (9b).
SUB_UNFILLED_ORDERS	164	176	13	CURRENCY (2)		Unfilled Orders Outstanding at end of reporting period.
REPORTING_LEVEL	177	206	30	CHAR		Used by SAP to determine Reporting Category Level (1.1.2.2.1) (CR 8197).
REPORTING_CAT_INDICATOR	207	207	1	CHAR		Fill in an "X" if record is a Reporting Category. Otherwise, leave Blank for Sub-Reporting Category Line Items and Element of Cost detail records.  This field is used by SAP to determine if the record is a Reporting Category. (CR 8197)



## Example File Format

**533 Agency FILE RECORD LAYOUT (Element of Cost Detail – Repeating Segment (CR8197))**

Field Name	Start Pos	End Pos	Length	Format	Variable Repetition (2, 5, n-n)	Description
RECORD_TYPE	1	2	2	CHAR		'EM' for Monthly column 7a Detail; 'EQ' for ITD column Detail.
EOC_REP_CAT	3	26	24	CHAR		Reporting Category
EOC_COST_INCUR_MONTH	27	39	13	CURRENCY (2)		Prior month incurred costs (Actuals) for given category.
EOC_HRWYE_INCUR_MONTH	40	49	10	NUMERIC (1)		Prior month incurred hours worked (Actuals) for given category.
EOC_COST_PLANNED_MONTH	50	62	13	CURRENCY (2)		Contract Prior Month Planned Dollars Column (7b) reports planned costs for the prior month.
EOC_CUR_COST_INCUR_ITD	63	75	13	CURRENCY (2)		Contract Cost Dollars Column (7c) which represents Contract Cost Inception to Date.
EOC_COST_PLANNED_ITD	76	88	13	CURRENCY (2)		Contract Planned Cost Dollars Column (7d) which represents Planned Contract Cost Inception to Date.
EOC_CUR_MONTH_EC	89	101	13	CURRENCY (2)		Estimated costs for first upcoming month for given category (8a).
EOC_HRWYE_CUR_MONTH_EST	102	111	10	NUMERIC (1)		Estimated hours for first upcoming month for given category. Will only be needed if labor hours are required to be submitted electronically per contract (8a).
EOC_NEXT_MONTH_EC	112	124	13	CURRENCY (2)		Estimated costs for second upcoming month for given category (8b).
EOC_BALANCE_CONTRACT	125	137	13	CURRENCY (2)		Balance of Contract for the remaining estimate to complete (8c).
EOC_CONTRACTOR_ESTIMATE	138	150	13	CURRENCY (2)		Contractor Estimate for the total estimate to complete entire scope of contract (9a).
EOC_CONTRACT_VALUE	151	163	13	CURRENCY (2)		Contract Value based upon Contract Modifications (9b).
EOC_UNFILLED_ORDERS	164	176	13	CURRENCY (2)		Unfilled Orders Outstanding at end of reporting period.
REPORTING_LEVEL	177	206	30	CHAR		Used by SAP to determine Reporting Category Level (1.1.2.2.1) (CR 8197).
REPORTING_CAT_INDICATOR	207	207	1	CHAR		Fill in an "X" if record is a Reporting Category. Otherwise, leave Blank for Sub-Reporting Category Line Items and Element of Cost detail records.  This field is used by SAP to determine if the record is a Reporting Category. (CR 8197)

## Example File Format

**Trailer (provides the number of header & detail records sent from the contractor/vendor/center in order to verify the receipt of complete data after transmission)**

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/ Optional	OTHER CCR Required/ Optional	Field Name	Start Pos	End Pos	Length	Format
<b>TRAILER:</b>									
Record Type	Used by eGate to determine record type	"TL" for Trailer	Required	Required	RECORD_TYPE	1	2	2	CHAR
Record Count	Count of the number of Detail records sent to process (Detail Only)	Trailer field submitted with CONTRACTOR data	Required	Required	RECORD_COUNT	3	9	7	NUMERIC
	Value of spaces				FILLER	10	207	198	CHAR

1. DRD Title SA-1-1, Safety and Health Plan	2. Current Version Date 08/05 (replaces 10/03 version)	3. DRL Line Item No. 4	RFP/Contract No. (Procurement completes) NNJ06129010R
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 and Mission Assurance Directorate			
5. DRD Category: (check one) <input type="checkbox"/> Technical <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> SR&QA			
6. References (Optional) OSHA TED 8.4, Voluntary Protection Plan (VPP) Policies and Procedures Manual JSC 17773, Instructions for Preparation of Hazard Analysis for JSC Ground Operations JPR 1700.1 JSC Safety and Health Handbook		7. Interrelationships (e.g., with other DRDs) (Optional) Safety and Health Program Self Evaluation	

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

APPLICABLE DOCUMENTS:

OSHA TED 8.4, Voluntary Protection Program (VPP) Policies and Procedures Manual  
JSC 17773, Instructions for Preparation of Hazard Analysis for JSC Ground Operations  
JPR 1700.1 JSC Safety and Health Handbook

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

Frequency of submission. One time only (with the proposal).

Distribution. After the plan is approved by NASA, the Contracting Officer will retain the plan in the contract file. The contractor will send additional copies to each of the following:

NS/Safety and Test Operations Division (2 copies)  
SD13/Occupational Health Officer (1 copy)  
JE / Environmental Services (1 copy)  
Contracting Officer's Technical Representative (1 copy)

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 DRD may be specific for contractor operations performed at JSC, Ellington Field, Sonny Carter Training Facility, or White Sands Test Facility (WSTF); 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 plan, or in any format developed by the contractor that clearly conveys the results of this review including the basis for any underlying assumptions.

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 JPR 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.
- 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 JPR 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 8.4, Voluntary Protection Programs (VPP) Policies and Procedures Manual, AppendixD, "Annual Submissions", as mandated by the cognizant OSHA regional office. Contractors who have submitted a written self-evaluation as a VPP site may submit their original report to OSHA in lieu of writing a new self-evaluation provided that all action plans and status are updated. The self evaluation shall as a minimum cover the elements of the approved safety and health plan.
  - 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 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 JPR 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.
2. 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 JPR 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 S&MA 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, and maintained throughout the life of the contract..
    - 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.
    - 2.2.3. 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, “Instructions for Preparation of Hazard Analyses for JSC Ground Operations.”
    - 2.2.4. The contractor’s safety plan will describe the flow of the findings of the comprehensive survey of hazards into hazard analyses and job hazard analyses and subsequently into controls such as design, operations, processes, procedures, performance standards, and training. The contractor will discuss its approach to notify NASA and other parties external to the contract work of its identified hazards and subsequent analyses and controls.
  - 2.3. Inspections.
    - 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 JPR 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 10<sup>th</sup> day of the month following each month reported. Report to be delivered to the JSC S&MA Directorate through the Safety and Test Operations Division, 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.
- 3.1. Appropriate Controls. Discuss approach to consideration and selection of controls. Discuss use of hazard reduction precedence sequence (see JPR 1700.1). Discuss approach to identifying and accepting any residual 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. JPR 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 Safety and Test Operations Division 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 JPR 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 JPR 1700.1, 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 JE. 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 JE/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).
- 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://www.srqa.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 JPR 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.
4. **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	2. Current Version Date	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
Safety and Health Program Self Evaluation	10/03 (replaces 04/03 version)	5	NNJ0612010R
4. USE (Define need for, intended use of, and/or anticipated results of data)			
Self evaluation of Contractor's safety and health program performance.			
5. DRD Category: (check one) <input type="checkbox"/> Technical <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> SR&QA			
6. References (Optional)		7. Interrelationships (e.g., with other DRDs) (Optional)	
		SA-1-1 Safety and Health Plan.	
8. Preparation Information (Include complete instructions for document preparation)			

1. The Contractor must conduct an annual self-evaluation of its safety and health program as required by its safety and health plan.
2. Information required:
  - 2.a. The internal assessment of safety and health program effectiveness during the report period (i.e., the previous year) indicating the status of goals or objectives previously established and areas of strength and weakness in Contractor safety program performance.
  - 2.b. Safety and health concerns and resolutions relating to JSC operations which may have been identified during the report period.
  - 2.c. Unresolved safety and health concerns relating to JSC operations which the Contractor feels merit attention of JSC safety and health management.
  - 2.d. The goals and objectives of the Contractor safety and health program for the next report period.
  - 2.e. An analysis of the contractor's performance at JSC-administered establishments in each of the 32 Voluntary Protection Program sub-elements found in the Federal Register Notice 65:45649-45663, July 24, 2000.
  - 2.f. Attach action plans for identified problem areas. Action plans must include schedule for periodic progress reports to the Government on a frequency agreed to by the Government and the Contractor for each problem area.
3. Format to be as required by the cognizant OSHA regional office. Contractors who have submitted a written self-evaluation as a VPP site may submit their original report to JSC in lieu of writing a new self-evaluation provided that all action plans and status are updated.
4. Report due September 30<sup>th</sup> of each year.

1. DRD Title SA-1-14, Monthly Safety and Health Metrics	2. Current Version Date 10/03 (replaces 08/03 version)	3. DRL Line Item No. 6	RFP/Contract No. (Procurement completes) NNJ06129010R
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) <input type="checkbox"/> Technical <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> SR&QA			
6. References (Optional) JPG 1700.1 JSC Safety and Health		7. Interrelationships (e.g., with other DRDs) (Optional) DRD SA-1-1	
8. Preparation Information (Include complete instructions for document preparation)			

Frequency of submission. Monthly by 10<sup>th</sup> of month following month being reported.

Distribution.

NS2/Occupational Safety Branch (2 copies)

SD13/Occupational Health Officer (1 copy)

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

Format: electronic to NS2, SD13; 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.

### 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 ~~at least~~ 2 copies of minutes of meeting.

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 ~~also~~ copies of minutes ~~of the following~~

II. 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 ~~including~~ including monthly updates. Mark JF 1240's where abatement has been completed as closed.

IV. Safety and Health Training - List courses specific to ~~the following~~ 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 SA-1-16, Lessons Learned Program Plan and Lessons Learned	2. Current Version Date 08/05	3. DRL Line Item No. 7	RFP/Contract No. (Procurement completes) NNJ06129010R
4. Use (Define need for, intended use of, and/or anticipated results of data) Establishes Process for obtaining Lessons Learned from Contractor for possible publication in JSC Lessons Learned Database and NASA Lessons Learned Information System (LLIS) ***The Office of Primary Responsibility for this DRD is the JSC Office of the Chief Engineer			
5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA			
6. References (Optional) AG-CWI-001, "WI for JSC Lessons Learned Process" NPR 7120.5C, "NASA Program and Project Management Processes and Requirements" NPR 7120.6, "Lessons Learned Process" NPR 8621.1, "NASA Procedural Requirements for Mishap Reporting, Investigating, and Recordkeeping" NPR 8715.3, "NASA Safety Manual"		7. Interrelationships (e.g., with other DRDs) (Optional)	
8. Preparation Information (Include complete instructions for document preparation)			

Lessons Learned Program Plan. The contractor will develop and implement a lessons learned program plan consistent with the areas defined in the statement of work and/or the work breakdown structure. The lessons learned program plan will include:

- Lessons learned program structure and management responsibility for lessons learned.
- Lessons Learned advocacy throughout the contracted effort.
- Approach to selection, review, and validation of lessons learned using contract and government assets.
- Approach used to balance proprietary interests (including trade secrets) and security imperatives vice government rights in data and the need to capture lessons for publication in Government information systems and processes.
- The dissemination of lessons learned throughout appropriate NASA programs including the retrieval and dissemination of lessons published in the JSC Lessons Learned Database and the NASA Lessons Learned Information System.
- Information on the successful use of retrieved lessons including how they were used, by whom, for what purposed, and implementation detail delivered to the Government as additional recommendations for previously published lessons.
- Goals for the contractor's lessons learned program including schedules, scope, breadth, and quality of lessons, and the sources within the contracted work from which the government can expect lessons to be originated. Appropriate metrics and reports for identification, publication, and dissemination are highly desirable.
- The approach to the selection of media to be used for of supporting data inclusion with each lesson learned (such as photographs, analyses, diagrams, schematics, drawings, and streamed video.)

Access to the JSC Lessons Learned Database and the NASA Lessons Learned Information System.

- To obtain access privileges to the JSC Lesson learned Database, JSC Domain Internet access is required to enter and review lessons learned information. The JSC lessons learned databases is accessible at <http://ss-www.scnasa.gov/ssact/dlby>.
- To obtain access to the NASA Lessons Learned Information System, go to <http://nsls.nasa.gov/> and follow instructions.

Criteria for Selecting Lessons Learned. Uncommon insight arising from any event or observation that will benefit from sharing with a larger community of interested parties. Lessons learned are intended to prevent recurrence of undesirable events and to allow NASA and its team members to capitalize to the greatest extent practical on unique successes requiring documented insight for retrieval on demand. Sharing of lessons with other Government agencies is also expected.

Frequency of submission for lessons learned. As follows (in order of decreasing Government preference):

- Data entry to the JSC LLDB or NASA LLIS within 30 days of a triggering event;
- Within 30 days of a program milestone, mishap investigation, or hazard or other engineering analysis / evaluation is completed; or
- 30 days prior to end of contract evaluation period or 45 days prior to end of contract, whichever is applicable.
- Status reports and metrics (such as monthly or via activity reports) to the COTR at a frequency to be negotiated.

Distribution of Lessons.



## **JSC DATA REQUIREMENTS DESCRIPTION (DRD)**

*(Based on JSC-STD-123)*

Lessons are distributed by entry into the JSC Lessons Learned Database which submits lessons to the NASA Lessons learned Information System once approved and published. The NASA Lessons Learned Information System may be used directly if the contractor is outside the JSC domain or firewall. Contracting Officer's Technical Representative (COTR) (1 copy)

### Content of Lessons.

Subject - one line subject of the lesson.

Lesson Learned - usually one sentence that describes insight gained

Description of Event - narrative that describes what happened.

Recommendations - may be an action plan, suggestion, etc., that was adopted at event source.

Supporting documentation – submit as needed to augment understanding of lesson (photographs with or without pointers and text labels), illustrations, drawings, etc.)

Contact name and e-mail address (for follow up by Government prior to publication of lesson)

Definitions. Refer to NASA LLIS at <http://llis.jsc.nasa.gov/> and AG-CWI-001 at <http://stic.jsc.nasa.gov/dbase/dis/jsc/lessonslearnedcwireva.doc> for definitions of terms used.

### Evaluation of Contactor Lessons Learned Program performance.

The following characteristics are evaluated by the Government in order of decreasing importance:

1. Effectiveness of approach to lessons learned advocacy.
2. Ability to recognize and capitalize on lessons learned in a timely manner.
3. Breadth of participation by the contracted effort to include from where lessons originate for publication and to whom lessons are disseminated for use by contract assets.
4. Technical quality of lessons submitted including thoroughness and readiness of supporting documentation for publication.

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. DRD No.:	8
2. RFP/Contract No:	NNJ06129010R
3. DRD Title:	Organizational Conflicts of Interest Avoidance Plan
4. Data Type:	2
5. Page:	1 / 1

6. Description/Use -- To document the contractor's implementation plan for avoiding organizational conflicts of interest as required by NASA FAR Supplement clause 1852.237-72, Access to Sensitive Information.
7. Submission:
  - a. Initial -- Plan to be submitted with proposal when performance will necessitate contractor access to sensitive information
  - b. Examples of Conflict of Interest for the EDRM effort include but are not limited to the following:
    1. Contractor may be requested to analyze sensitive data from contracts with competitors as either prime contractors or subcontractors.
    2. Contractor may be requested to analyze sensitive data from contracts which it may be the prime contractor or a subcontractor.
    3. Contractor may be required to develop competitive purchase requests for which it would ordinarily compete.
  - c. Final - To be incorporated into the contract as a compliance document
  - d. Approval - Contracting Officer
  - e. Submission Frequency - Whenever circumstances change requiring a revision to the plan
8. Applicable Documents: none
9. Data Preparation Information:
  - a) Scope -- The organizational Conflicts of Interest Avoidance Plan shall describe the contractor's management approach and planned implementation methods for accomplishing conflicts of interest avoidance.
  - b) Content -- The Plan shall thoroughly analyze all organizational conflicts of interest that might arise because the service provider has access to other companies' sensitive information, and shall establish specific methods to control, mitigate, or eliminate all problems identified. The contracting officer shall review the plan for completeness and the effectiveness of the plan, and shall identify to the service provider substantive weaknesses and omissions for necessary correction. The approval plan shall be incorporated into the contract.
  - c) Format: Contractor's electronic format is acceptable
  - d) Distribution:  
Contracting Officer -- 1 copy  
COTR -- 1 copy
10. Maintenance -- N/A

