

|  |  |   |   |  |
|--|--|---|---|--|
| <b>AWARD/CONTRACT</b>  |  | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | RATING<br>DO-C9                           | PAGE<br>1 OF 58                                    |
| 2. CONTRACT NO<br>NNC06BA07B   |  | 3. EFFECTIVE DATE   |   | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.<br>N/A |
| 5. ISSUED BY<br>NASA Glenn Research Center<br>Attn: Timothy C. Pierce<br>Services and Construction Branch<br>21000 Brookpark Road, Mail Stop 500-312<br>Cleveland, OH 44135-3191 |  | CODE<br>CHE/TCP   | 6. ADMINISTERED BY (If other than Item 5) |  |

|  |  |  |
|--|--|--|
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, country, State and ZIP Code)<br><b>ASRC AEROSPACE CORPORATION</b><br>6303 Ivy Lane, Suite 130<br>Greenbelt, MD 20770 |  | 8. DELIVERY<br><input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) |
|  |  | 9. DISCOUNT FOR PROMPT PAYMENT<br><b>NET 30 Days</b>   |
|  |  | 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:<br>ITEM 12            |

|   |                          |   |
|---|--------------------------|---|
| CODE:   | FACILITY CODE<br>CHE/TCP | 12. PAYMENT WILL BE MADE BY<br>NASA Glenn Research Center<br>Commercial Accounts, MS 500-303<br>21000 Brookpark Road<br>Cleveland, OH 44135 |
| 11. SHIP TO/MARK FOR<br>Same as Block 5 above | CODE<br>CHE/TCP          | CODE  |

|   |                                       |
|---|---------------------------------------|
| 13. AUTHORITY FOR USING OTHER THAN FULL & OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( ) | 14. ACCOUNTING AND APPROPRIATION DATA |
|---|---------------------------------------|

| 15A. ITEM NO.                   | 15B. SUPPLIES/SERVICES                                 | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT     |
|---------------------------------|--|---------------|-----------|-----------------|-----------------|
|                                 | Glenn Engineering and Scientific Services - 2 (GESS-2) |               |           |                 | \$52,205,320.00 |
| 15G. TOTAL AMOUNT OF CONTRACT > |  |               |           |                 | \$52,205,320.00 |

| 16. TABLE OF CONTENTS               |      |                                       |            |  |      |  |           |
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| PART I - THE SCHEDULE               |      |                                       |            | PART II - CONTRACT CLAUSES                               |      |  |           |
| <input checked="" type="checkbox"/> | A    | SOLICITATION/CONTRACT FORM            | A-1        | <input checked="" type="checkbox"/>                      | I    | CONTRACT CLAUSES   | I-1 - I-7 |
| <input checked="" type="checkbox"/> | B    | SUPPLIES OR SERVICES AND PRICES/COSTS | B-1 - B-2  | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. |      |  |           |
| <input checked="" type="checkbox"/> | C    | DESCRIPTION/SPECS./WORK STATEMENT     | C-1 - C-11 | <input checked="" type="checkbox"/>                      | J    | LIST OF ATTACHMENTS  | J-1 - J-2 |
| <input checked="" type="checkbox"/> | D    | PACKAGING AND MARKING                 | D-1        | PART IV - REPRESENTATIONS AND INSTRUCTIONS               |      |  |           |
| <input checked="" type="checkbox"/> | E    | INSPECTION AND ACCEPTANCE             | E-1        | <input type="checkbox"/>                                 | K    | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS |           |
| <input checked="" type="checkbox"/> | F    | DELIVERIES OR PERFORMANCE             | F-1 - F-2  | <input type="checkbox"/>                                 | L    | INSTRS., CONDS., AND NOTICES TO OFFERORS                         |           |
| <input checked="" type="checkbox"/> | G    | CONTRACT ADMINISTRATION DATA          | G-1 - G-13 | <input type="checkbox"/>                                 | M    | EVALUATION FACTORS FOR AWARD                                     |           |
| <input checked="" type="checkbox"/> | H    | SPECIAL CONTRACT REQUIREMENTS         | H-1 - H-13 |  |      |  |           |

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 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.)

18.  AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number \_\_\_\_\_ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

|   |   |
|---|---|
| 19A. NAME AND TITLE OF SIGNER (Type or print)<br>James Madewell, President                  | 20A. NAME OF CONTRACTING OFFICER (Type or print)<br>Timothy C. Pierce                       |
| 19B. NAME OF CONTRACTOR<br>BY James F. Madewell<br>(Signature of person authorized to sign) | 20B. UNITED STATES OF AMERICA<br>BY Timothy C. Pierce<br>(Signature of Contracting Officer) |
| 19C. DATE SIGNED<br>8/3/06  | 20C. DATE SIGNED<br>8/14/06   |

PART I - THE SCHEDULE

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

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**B.1 SCOPE OF CONTRACT - TASK ORDER CONTRACT**

(a) The Contractor shall, except as otherwise specified herein, furnish all personnel, facilities, materials and services required to perform the work outlined in Section C hereof. To accomplish this work, the Contractor shall perform specific tasks that will be defined through the issuance of Task Orders, in accordance with contract clause H.3, entitled, "TASK ORDERING PROCEDURE".

(b) A minimum of \$20 million in estimated Task Order value will be required during first two contract years, and a minimum of \$10 million for each option year, if exercised. An estimated maximum of \$50 million in Task Order value may be required during each contract year.

(c) Only expenditures against specific written Task Orders authorized by the Contracting Officer shall be allocable or allowable under this contract. Notwithstanding such authorizations, in no event shall the Contractor exceed the total contract cost limitations imposed by the Limitation of Funds or Limitation of Cost clause of this contract, as applicable.

**B.2 ESTIMATED CONTRACT COST AND AWARD FEE**

|                      | Phase-In Period | Base period (Years 1 & 2) | Option 1 (Year 3) | Option 2 (Year 4) | Option 3 (Year 5) | Totals (All Years) |
|----------------------|-----------------|---------------------------|-------------------|-------------------|-------------------|--------------------|
| Contract Type        | FFP             | CPAF                      | CPAF              | CPAF              | CPAF              |                    |
| Total Estimated Cost | \$0             | (b)(4)                    |                   |                   |                   |                    |
| Maximum Award Fee    | N/A             |                           |                   |                   |                   |                    |
| Total                | \$0             |                           |                   |                   |                   |                    |

**B.3 LIMITATION OF FUNDS**

(a) Funding for this contract will be allotted by individual Task Orders. The "Limitation of Funds" clause, incorporated by reference in Section I.1, applies individually to each Task Order, except that the notification requirement of paragraph (c) of that clause will be deemed satisfied so long as the Contractor's Monthly Contractor Financial Management Report (NASA Form 533) includes projections, for each Task Order, of the period of time for which funding remains.

(b) If physically completed or canceled Task Orders have allotted funding in excess of the final cost, and the difference is not material, the Contractor can make an entry to record additional cost to the Task Order to bring it equal to the allotted funding. The offset to this entry will be to credit costs to another Task Order which has not already been fully-funded (an "under-funded" Task Order), but only with the specific approval of the government. The effect of such re-allotment of costs at the contract level will be zero. The Contractor shall maintain accounting records, including the government approval, of any such cross-utilization of costs specific within approval of the CO or COTR.

#### **B.4 DISALLOWANCE OF SUBCONTRACTOR FEE**

Award Fee payments made against any cost-reimbursement subcontract shall be disallowed as costs under this contract. All such fee payments may be made only from the Award Fee earned by the contractor.

[END OF SECTION]

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**SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT**

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**STATEMENT OF WORK  
FOR  
GLENN ENGINEERING AND SCIENTIFIC SUPPORT - 2****C.1 PURPOSE**

This Statement of Work defines the requirements for performance-based technical tasks to assist the NASA Glenn Research Center (GRC) in meeting the objectives of its research and development, and related activities. These requirements generally include technical tasks in support of GRC's Directorates (aeronautics, exploration systems, engineering, space science, space propulsion and space operations, among others).

**C.2 SCOPE**

The Contractor shall perform engineering, scientific, and related tasks, issued hereunder by the Contracting Officer, or their authorized representative. These activities fall into broad categories as outlined below, but need not be limited to the activities noted. Individual task order requirements may involve any or all categories of activities. The majority of task orders issued under this contract will be performance-based.

In addition, within the scope of this Statement of Work, these performance-based tasks will require either:

- (1) application of the specialized skills of a single individual;
- (2) a well-defined, multi-disciplined effort;
- (3) or a well-defined, multi-disciplined effort with tasks which require close integration with tasks performed by NASA personnel to comprehensively address all facets of a complex research and technology development or flight program.

For each task the Contractor will also be responsible for estimating costs, establishing budgets, developing a major milestone schedule, monitoring actual progress against plan, identifying problems, and taking appropriate corrective action. These responsibilities are in addition to the actual execution of the technical requirements.

Tasks will encompass the broad scope of mission responsibilities at the GRC, and include engineering design and development research and technology operations and administration/management.

### C.2.1 Engineering Design and Development

Perform engineering and manufacturing for all phases of development of aeronautical and space systems. This includes conceptual formulation, requirements analysis, design, development, fabrication, functional and environmental test, assembly, integration, operation, operational software development, risk management, assurances of safety, reliability, quality, and related analyses.

For human-rated projects, also perform engineering in systems safety, materials, reliability, and maintainability and associated analysis disciplines necessary to assure compliance with NASA manned space flight hardware requirements.

### C.2.2 Research and Technology

Develop and apply mathematical and theoretical analyses in engineering and science disciplines. Perform analytical and experimental investigations of concepts, components, and systems. Perform conceptual design studies of advanced propulsion and power components and systems, and perform mission analysis studies. Prepare and conduct tests and acquire data. Interpret and analyze test data. Develop, update, adapt and utilize computer application programs. Adapt computer programs to parallel processing hardware and workstation networking. Compare test data with calculated results. Prepare technical reports.

### C.2.3 Operations

Translate experimental requirements into designs and hardware. Design, develop, install, and maintain experimental systems. Develop test documentation including checkout, calibration, and operating procedures. Coordinate professional and technician groups supporting testing operations. Prepare safety documentation and participate in institutional and manned-flight phased safety reviews. Lead or conduct experimental tests. Validate data and prepare technical reports. Provide facility documentation and configuration control.

### C.2.4 Administrative/Management

Plan projects, including resource requirements estimates, schedules, and progress evaluations. Develop and maintain record keeping systems, documentation, and schedules. Conduct workshops, symposiums and conferences. Prepare management information reports. Prepare technical presentation material and technical reports.

### C.2.5 Deliverable Items

Task Orders will specify any items to be delivered to the government. These items may include any of the following:

- a. test hardware, including space flight hardware
- b. technical reports
- c. designs
- d. drawings
- e. software
- f. data packages

### C.3 WORK REQUIREMENTS

The work shall be accomplished at GRC or at the Contractor's local facility. Task Orders may also require temporary performance at other locations. Task orders will provide the availability of Government facilities, laboratories, equipment, and support services. All work performed under this contract shall be in accordance with established and applicable GRC documents for requirements, standards, specifications and instructions such as shuttle safety requirements, environment impact statements, safety, reliability and quality assurance, and engineering standards. Where there are no existing documents, task orders may require their development.

#### C.3.1 Typical Work Areas

Listed below are typical work areas to be performed under this contract. The list below is not all inclusive and Government reserves the right to require the performance of work considered within C.2, "Scope."

- C.3.1.1 Perform conceptual design studies of advanced aircraft propulsion systems, hypersonic and gas turbine propulsion systems and components. Conduct engineering analysis and design of rotors, rotor blades, stator blades, bearings, seals, inlets, nozzles, combustors, instrumentation and other hardware in support of advanced aeronautical propulsion systems. Conduct experimental test programs.
- C.3.1.2 Perform research and development of instrumentation and control systems for aerospace applications. Develop high-speed actuation systems, high response survey probes, and associated data acquisition systems for gas turbine engine research. Conduct engineering analysis and design of control consoles, electrical systems for power, controls, and data processing; remotely controlled devices and instrumentation at high ambient and cryogenic temperatures.
- C.3.1.3 Perform research on the use of optics in propulsion control systems.

- C.3.1.4 Perform materials research activities on alloys, environmental and thermal barrier coatings, polymer matrix composites, degradation mechanisms, non-destructive evaluation, advanced ceramics, mechanical properties of ceramics, ceramics matrix composites, advanced composites for power, propulsion, and exploration applications, and icephobic resins. Support research on the influence of low-gravity environments on solidification and containerless melting. Update computer models that relate microstructure to mechanical properties of materials. Maintain metallographic services for research programs.
- C.3.1.5 Perform high-temperature fatigue crack initiation and propagation experiments on advanced metallic alloys, composites, and ceramics using computer-controlled, closed-loop testing machines.
- C.3.1.6 Operate high temperature fatigue and structures experimental facilities involving controls instrumentation, data acquisition and servo-hydraulic loading systems.
- C.3.1.7 Conduct studies in the area of tribology.
- C.3.1.8 Perform experimental power-transfer research programs involving bearings, seals, shafting, gear and traction elements. Perform experimental research testing on conventional and hybrid advanced transmissions.
- C.3.1.9 Perform the engineering analysis and design of dynamic space power systems including Stirling, Brayton and Rankine energy conversion components, heat receiver/thermal storage, mirrors, and liquid droplet radiator thermal rejection systems.
- C.3.1.10 Perform advanced space power systems research and development in such areas as photovoltaics, electrochemistry, power management and distribution, thermal systems and thermal management subsystems. Validate technology for advanced space power applications relating to low earth orbit space station power systems and space station power system evolutionary growth capabilities.
- C.3.1.11 Perform advanced space propulsion systems research and development in such areas as Earth-to-Orbit vehicles, orbital transfer vehicles, and auxiliary propulsion for space platforms, spacecraft, launch and orbital transfer vehicles. Perform analyses of advanced space propulsion systems

and mission scenarios. Conduct analysis and perform experiments to advance the technology of advanced space propulsion components.

- C.3.1.12 Perform experimental and/or theoretical studies in the general area of reduced gravity fluid mechanics and present research results at technical meetings. Evaluate and demonstrate appropriate diagnostic techniques for selected reduced gravity fluids experiments.
- C.3.1.13 Perform mechanical and electrical operations engineering in the GRC aerospace test facilities, including the following functions: research hardware design and fabrication; daily test operations support; facility operation and maintenance; engineering associated with design, assembly, and operations of test support equipment, test instrumentation, data, and control systems; and computer simulation, engineering studies and analysis to support facility modifications, experiment design and experiment operation.
- C.3.1.14 Perform mechanical and electrical engineering activities required for the documentation, configuration control and maintenance of the GRC aerospace test facilities.
- C.3.1.15 Analyze and design the flow systems for jet fuels, gaseous or liquid hydrogen or oxygen, high-pressure air, cryogenics, high vacuum and other fluids and mixtures.
- C.3.1.16 Analyze and design closed-loop automatic controls for regulation of interactive hydraulic and pneumatic systems. This will require analysis of non-steady-state phenomena and transient response. Systems designed utilize computer type programmable controllers and micro processors.
- C.3.1.17 Perform the engineering, electronic design, and fabrication of photovoltaic arrays, electrochemical energy storage, DC/AC high voltage power management and distribution components, subsystems, systems hardware and test facilities and electronic circuits and systems layouts and packaging for communications.
- C.3.1.18 Analyze, design and develop space flight, as well as research and technology experiments in support of Space Exploration. Tasks might include requirements definition, hardware and software development, configuration control, hardware fabrication, verification testing, logistics and support for flight or ground carrier integration.



- C.3.1.19 Perform structural response analyses and experiments of aerospace power and propulsion system components considering nonlinearities due to high temperatures, unsteady aerodynamic and structural coupling, vibratory and transient structural response under centrifugal and gyroscopic loads. Perform analyses and experiments to support the development of nonlinear constitutive modeling theories.
- C.3.1.20 Develop structural analysis computer codes including probabilistic analysis methods, structural tailoring and optimization, and fiber composite laminate analysis. Also, develop finite element models and perform structural analyses of these models representing complex aerospace propulsion and power system components.
- C.3.1.21 Develop and implement prediction codes for ice accretion. Develop experimental icing tests and methods. Analyze experimental icing data.
- C.3.1.22 Constellation Systems Theme Support – Provide the engineering services necessary to support the development of Constellation Systems for Exploration that would potentially involve supporting work required for the development of the Crew Exploration Vehicle, Space Transportation Systems, In-Space Systems, Launch Vehicles, and/or Surface Systems.
- C.3.1.23 ESR&T Theme Support – Provide the engineering services necessary to support the development of Exploration Systems research and technology for Exploration Systems, including the development of Advanced Space Technology Program, Technology Maturation Program, and Innovative Partnerships Program. Provide the engineering services to support the goals, themes and visions of ESR&T Programs such as the development of Advanced Studies & Concepts, Advanced Materials & Structures, Communications & Computing, Electronics & Imaging Technology, Software & Intelligent Systems, Power, Propulsion & Chemical Systems. Also provide the engineering services to support the development of High Energy Space Systems, Advanced Space Systems & Platform Technology Demonstrations, Advanced Space Operations, Lunar & Planetary Surface Operations, and In-Space Technology Experiments. Perform subsystem and systems level technology development and testing to validate performance. Enable and validate technology from proof-of-concept (TRL3) through prototype demonstrations (TRL6) for relevant space environments such as low earth orbit, lunar transit, lunar surface, Mars, and other planetary destinations.
- C.3.1.24 HSR&T Theme Support – Provide the engineering services necessary to support the development of Human Systems Research & Technology for

Exploration Systems, including Advanced Life Support, Advanced Extra Vehicular Activities, Fire Prevention, Detection & Suppression, In-Situ Fabrication & Repair, Human Health Performance, etc. Conduct system level analyses, trade studies, simulation and modeling toward evaluation and validation of advanced technologies. Perform subsystem and system level technology development and testing to characterize and verify performance. Validate technology from proof-of-concept (TRL3) through prototype demonstrations (TRL6) for relevant environments of space exploration including applications in low earth orbit, lunar, transit, Mars, and other planetary destinations. Also, as applicable, develop payload systems and conduct mission operations for foundational technology demonstrations or research and design and operational principles on STS, ISS, or other space vehicles.

- C.3.1.25 Prometheus Nuclear Systems and Technology Theme Support – Provide the engineering services necessary to support the development of Prometheus Nuclear Systems and Technology for Exploration including Nuclear Electric Propulsion, Nuclear Thermal Propulsion and Surface Power. Specific technologies could include power storage and conversion systems (Brayton Cycle, Stirling Cycle, advanced fuel cells, RTG's, etc.) as well as electric thrusters, high temperature materials, radiation shielding, and advanced solar power systems.
- C.3.1.26 Systems Engineering and Integration (SE&I) Support – Perform system analysis, engineering and integration support of Exploration themes (Exploration Systems R&T, Human Systems R&T, Prometheus Nuclear Systems and Constellation Systems). Conduct requirement definition, system architecture and concept developments, operational definition, and development process, test and verification definition.

#### **C.4 TASK ORDER DATABASE**

The Contractor shall provide and maintain a comprehensive task order database to which the NASA CO, COTR and ACOTR will have immediate electronic access to administrative and financial information by way of standard reports. This system shall also provide task-specific information to NASA Technical Representatives and project/financial analysts as approved by the COTR. Security features of this system will be capable of limiting the information available depending on the status assigned to specific users.

Financial and administrative data, generally of the following type, will be required:

- Current funding balance of individual Task Orders, with remaining period funded based on current expenditure rate
- Specific lines of funding on each Task Order, by individual Purchase Request, identifying the Fund, Fund Center, Cost Center, Internal Order Number, WBS designation, or other identifying information

- For each Task Order, the commitments, obligations, costs and disbursements, for the current accounting month, the Award Fee Period (AFP) to-date, and contract inception to-date for each line of funding
- The aforesaid data shown by cost element (same as 533)
- Monthly phased estimates and actuals (by 533 cost category) for each Task Order for the current as well as all past AFP's, including direct technical hours as well as costs
- Cost variance explanations for current month and AFP to-date for both individual Task Orders and the entire contract
- Reconciliation data showing the results of periodic reconciliations of financial data with NASA GRC official accounting data (SAP)
- Listings of all Task Managers, by Task Order, and all employees, sorted by name, Task Order and employer
- Display the currency of all data provided
- Links to useful sites, such as Contract Management System (see provision L.12)

**C.5 FINANCIAL AND TECHNICAL REPORTING**

(a) Monthly Financial Reporting

(i) The Monthly Contractor Financial Management Report (on NASA Form 533M) shall contain a cost breakdown by the following cost elements for the current month, fiscal year, and contract to date charges:

DIRECT LABOR HOURS  
     Task Direct  
     Support  
         **TOTAL TECHNICAL HOURS**

DIRECT LABOR WAGES/SALARIES\*  
     Task Direct  
     Support  
         **TOTAL TECHNICAL COSTS**

DISTRIBUTED COSTS  
     Fringe Benefits  
     Labor Overhead  
     Other Direct Costs (Distributed)  
     Subcontract Administration  
     G&A  
         **TOTAL DISTRIBUTED COSTS**

TASK-DIRECT COSTS  
         **TOTAL TASKS-DIRECT COSTS**

TOTAL COST

AWARD FEE  
**TOTAL COST AND FEE**

\* The Government reserves the right to require separate subcontract 533 reports at 6-month intervals concurrent with Award Fee evaluation periods.

For reporting purposes, "Task Direct Hours" shall include only those productive hours expended by Contractor, or any major subcontractor, including Time-and-Material or Labor Hour subcontractors, personnel performing work under this contract that are charged directly to one or more active Task Orders under the Contractor's, or major subcontractor's, established accounting policy and procedures. All hours worked by personnel whose primary tasks involve overall contract support functions, including project management, human resources, information technology management, and accounting functions, shall be recorded and reported as Distributed Contract Costs.

(ii) An itemization for each Task Order shall be included with the submission of the 533. This section shall reflect funding to date, funding balance, the current average monthly cost and fee rate, the current month and cumulative-to-date hours and dollars, next month's estimated cost and fee, contract value, and the months remaining. The report shall be forwarded to the Technical Representative responsible for the task.

(iii) In addition to hard copy reports, the 533M data shall be submitted in an electronic format to the Accounting and Reports Branch. Additionally, and coincident with the submittal of the 533M, an electronic version (CD) of monthly costing data in the above format shall be submitted.

(b) Task Order Technical Reporting

A Technical Progress Report shall detail key technical accomplishments, issues and action items. The relevant page or pages of this report shall be forwarded to the Technical Representative responsible for the task by the 5<sup>th</sup> working date of month. A CD (compact disk) containing all the technical progress reports shall be forwarded to the COTR. The Contractor shall not include any proprietary data in these reports.

(c) Distributed Costs

(i) The reporting category "Distributed Costs" is defined as those costs which are allocated to all Task Orders in proportion to their reported Task Direct Labor Dollars. Distributed costs include all contract direct labor not directly allocable to individual Task Orders, Fringe Benefits for all labor, Corporate Overhead, Other Direct Costs not allocable to individual Task Orders, and General and Administrative costs. Additionally, if any approved Task Orders, as amended, have not had sufficient funds individually obligated during periods for which the "Limitation of Funds" clause has applied only at the total contract level, all incurred costs related to such Task Orders may be treated by the Contractor as Distributed Costs.

- (ii) Treatment of ProE Licensing Costs The estimated annual cost to the government of providing Pro-E software under government licenses for used by the contractor shall be recorded as a credit to Task Order **NNC06E037T**, and the same amount recorded as a Distributed Cost, during October of each year. The estimated annual cost to the government of contractor use will be provided to the contractor for review prior to the beginning of each government fiscal year. This estimated cost will be based on projected contractor use and the current annual ProE “seat” cost.
- (iii) Distributed Costs shall be reported on the 533M as a rate rather than on the basis of actual monthly costs. However, the reported rate shall be the contractor’s latest and best estimate of its projected actual annual rate. The narrative accompanying the 533M shall specify the rate at which the Distributed Costs are being reported
- (iv) Within 10 working days after the submittal of its Monthly Contractor Financial Management Report, the Contractor shall submit a separate summary of its actual distributed costs, including the reporting categories listed below, and a graphical depiction, for each fiscal year, of the planned rate, the period-to-date average rate, and the monthly actual rate. A narrative analysis of the actual data relative to the projected annual distributed cost rate shall also be provided, which shall conclude with the contractor’s current projection of its actual rate. The following reporting categories shall be included in the summary report:

- Support Labor Hours
- Support Labor Dollars
- Fringe Benefits
- Overhead
- Other Direct Costs
- G&A
- TOTAL ASRC Distributed
- Analex Distributed
- TOTAL ACTUAL COSTS
- TOTAL REPORTED COSTS
- OVER/UNDER RECOVERY

- ASRC Support Labor Rate (% of Task Direct Hours)
- ASRC Fringe Benefit Rate
- ASRC Distributed Rate
- Analex Direct Labor
- Analex Distributed Rate
- TOTAL Distributed Rate

**C.6 TASK ORDER FUNDING**

The Contractor shall prepare Purchase Requests per the data furnished via the GESS-2 Financial Application, route and update status of the GESS-2 Financial Application. The Contractor shall also maintain status information on each funding action, which shall be made available to the COTR upon request.

**C.7 OTHER REPORTS**

From time to time the Contracting Officer or COTR may request special reports which shall be provided. These reports generally are requests for information in the areas of size of staff, property, facilities, or cost.

**C.8 NEW TECHNOLOGY**

The Contractor shall disclose new technology discovered under this contract. For additional information or to obtain disclosure, interim, or final New Technology Report forms, contact the NASA Glenn Technology Utilization Office at (216) 433-5569.

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

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**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<br>NUMBER | DATE | TITLE |
|------------------|------|-------|
|------------------|------|-------|

None included by reference.

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

| CLAUSE<br>NUMBER | DATE | TITLE |
|------------------|------|-------|
|------------------|------|-------|

None included by reference.

(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<br>NUMBER | DATE     | TITLE                                       |
|------------------|----------|---|
| 52.246-3         | MAY 2001 | INSPECTION OF SUPPLIES-- COST-REIMBURSEMENT |
| 52.246-5         | APR 1984 | INSPECTION OF SERVICES-- COST-REIMBURSEMENT |

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

| CLAUSE<br>NUMBER | DATE | TITLE |
|------------------|------|-------|
|------------------|------|-------|

None included by reference.

(End of Clause)

**E.2 INSPECTION AND ACCEPTANCE (GRC 52.246-92)(JAN 1987)**

Final inspection and acceptance of all work performed under this contract, including all deliverable items will be performed at destination.

[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<br>NUMBER | DATE     | TITLE   |
|------------------|----------|---|
| 52.211-15        | SEP 1990 | DEFENSE PRIORITY AND ALLOCATION<br>REQUIREMENTS |
| 52.242-15        | AUG 1989 | STOP-WORK ORDER (ALTERNATE I) (APR<br>1984)     |
| 52.247-34        | NOV 1991 | F.O.B. DESTINATION                              |

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

| CLAUSE<br>NUMBER | DATE | TITLE |
|------------------|------|-------|
|------------------|------|-------|

None included by reference.

(End Of Clause)

**F.2 PERIOD OF PERFORMANCE**

The initial period of performance for this contract shall be for a period of two years from the full performance date of this contract. Full performance commences September 1, 2006. At the end of the transition/phase-in period (August 31, 2006), the Contractor shall begin full performance on all Task Orders issued pursuant to the clause H.3 of this contract. If exercised, subsequent contract periods shall be one year each beginning on the expiration date of the previous contract period. If the Government desires to extend the contract after the initial contract period, preliminary notification will be provided to the Contractor in accordance with the clause entitled "Option to Extend the Term of the Contract."

**F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9)(MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to the expiration of the current contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises an option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options shall not exceed five (5) years.

**F.4 F.O.B. POINT - GLENN RESEARCH CENTER (GRC 52.247-91) (AUG 2002)**

The items to be delivered under this contract shall be shipped F.O.B destination to NASA Glenn Research Center, 21000 Brookpark Road, Cleveland, OH 44135. Rail facilities are not available.

[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<br>NUMBER | DATE | TITLE |
|------------------|------|-------|
|------------------|------|-------|

None included by reference.

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

| CLAUSE<br>NUMBER | DATE     | TITLE   |
|------------------|----------|---|
| 1852.242-73      | NOV 2004 | NASA CONTRACTOR FINANCIAL<br>MANAGEMENT REPORTING     |
| 1852.245-70      | JUL 1997 | CONTRACTOR REQUESTS FOR<br>GOVERNMENT-OWNED EQUIPMENT |

(End of Clause)

**G.2 AWARD FEE FOR SERVICE CONTRACTS (NFS 1852.216-76) (JUN 2000)**

(a) The Contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the Contractor during the period. However, the initial Award Fee Period (AFP) may be shortened or lengthened so that each two subsequent AFPs correspond with the Government's fiscal year. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with The Award Fee evaluation plan (see Attachment E). The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The will make payment based on the issuance of unilateral modification by contracting officer.

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited the amount of the established award fee pool for the subject evaluation period. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 50 percent of the maximum available award fee or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

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

(4) Provisional award fee payments will be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of clause)

### **G.3 TECHNICAL DIRECTION (NFS 18-52.242-70) (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 by 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)

(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:

See (1) NASA Procedures and Guidance (NPG) 4200.1 "NASA Equipment Management Manual", (2) NPG 4200.2 "NASA Equipment Management User's Guide for Property Custodians", (3) NPG 4300.1 "NASA Personal Property Disposal", and (4) NPG 4310.4 "Identification and Disposition of NASA Artifacts" for applicable user responsibilities.

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 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.

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

(iii) The Contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all Contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The Contractor shall assume accountability and financial reporting responsibility for such property. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and

supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(End of clause)

**G.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: [Insert name and address of appropriate NASA Center office.], unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, Contractors procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the Contractor shall 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) (GRC MODIFICATION) (MAR 2004)**

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

(a) On-site office space, work area space, including utilities, and parking for all Contractor technical and support personnel that are charged direct to this contract. Approximately 150 Contractor personnel will be co-located in offices with government personnel at numerous locations throughout the GRC installation, and the balance of the personnel will be provided office space in a contiguous arrangement in Building 500. Sufficient office space within the contiguous arrangement in Building 500 will be available for the Contractor to establish light assembly, test, or laboratory facilities necessary to support this contract.

(b) General- and special-purpose equipment, including office furniture.

(1) Equipment to be made available is listed in Attachment A. This equipment is provided "as is". In addition, "untagged" equipment, specifically office furniture (desks, chairs, file cabinets, tables, etc.) is available for all on-site Contractor personnel. 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) Office supplies from stores stock, such as pens, pencils, notepads, stapler, tape dispenser, etc.

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

(e) For all Contractor personnel (regardless of the location on-site at GRC), the Contractor shall provide for their own Information Technology (IT) needs. However, all of the Contractor's IT needs (including, but not limited to, telephone services, desktops, software, maintenance, system administration and related services, etc.) shall be obtained through a direct contractual arrangement with GRC's ODIN Contractor, Lockheed Martin Information Technologies, Inc.

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

(g) Fitness Center facilities under the following conditions:

(1) Applications shall be submitted to, and shall be processed by, the support service Contractor currently operating the Fitness Center for the Government.

(2) The procedure for receiving and processing applications, obtaining a medical authorization from a licensed physician, and selection of applicants for participation will be similar to the procedure for Government employees.

(3) All individuals applying for participation shall sign a statement waiving the Government from any liability for personal injury during participation in Fitness Center activities.

(h) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty. In all instances of severe injury, or sudden life threatening illness (e.g. heart attack), the Emergency Medical Technician Squad shall be summoned immediately, by dialing 911. Referrals to tertiary care centers and for private physicians will be made in cases requiring long term follow-up, or when specific services required are unavailable on-site.

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

(j) Building maintenance, including janitorial services, for facilities occupied by Contractor personnel. Building maintenance includes structural repairs and HVAC unit service, but does not include Contractor-desired alterations or improvements to office walls, floor coverings, or doors.

(k) Mail and package delivery and intra-center movement of equipment.

(l) 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.

(m) Installation services and facilities checked below:

- Library services
- Equipment calibration services
- Government-owned motor pool vehicles
- Child care facility, under similar terms and conditions applied to GRC civil servants
- Airport shuttle service

(End of Clause)

**G.7 SUBMISSION OF VOUCHERS OR INVOICES FOR PAYMENT - TASK ORDER CONTRACT**

*Notwithstanding paragraph (a)(1) of clause 52.216-7," Allowable Cost and Payment," of this contract, the Contractor agrees it shall submit cost and fee vouchers or invoices not more than once a month under this contract. Also see clause H.20.*

- (a) All vouchers or invoices submitted for payment shall include a reference to the number of this contract.
- (b) All vouchers or invoices submitted for payment shall be itemized by task order and its related sap purchase order number. The amounts invoiced from each task order shall not exceed the relevant funding limitations effective as of the date of the invoice or allocated cost based on the 533M report.
- (c) Invoices for Fixed-Price Task Orders (as applicable). The original invoice and three copies shall be submitted to:

NASA Glenn Research Center  
Commercial Accounts, Mail Stop 500-303  
21000 Brookpark Road  
Cleveland, OH 44135

This is the designated billing office for fixed-price invoices for purposes of the Prompt Payment clause of this contract.

- (d) Vouchers for Time & Materials, Labor-Hour, or Cost Reimbursement Task Orders (as applicable). The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated in paragraph (d)(1) or (d)(2) below, whichever is applicable.

(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 (d)(2) below and submitted to:

NASA Glenn Research Center  
 Commercial Accounts, Mail Stop 500-303  
 21000 Brookpark Road  
 Cleveland, OH 44135

(i) 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.

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

- Copy 1 - NASA Contracting Officer
- Copy 2 - DCAA Auditor
- Copy 3 - Contractor
- Copy 4 - Contract Administration Office, if delegated
- Copy 5 - GRC COTR

(2) 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:

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

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

- Copy 1 - NASA Contracting Officer
- Copy 2 - DCAA Auditor
- Copy 3 - Contractor
- Copy 4 - Contract Administration Office, if delegated
- Copy 5 - GRC COTR

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

(e) Vouchers for payment of fee shall be prepared similarly to the procedure in paragraph (d)(2) of this clause and be forwarded to:

NASA Glenn Research Center  
 Commercial Accounts, Mail Stop 500-303  
 21000 Brookpark Road  
 Cleveland, OH 44135

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

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

(g) Phase-in Costs – If applicable, cost incurred in preparation for contract performance and in advance of the issuance of any Task Orders will be paid in equal installments over the first three months of the contract. The Contractor shall include these costs in its costs invoices submitted over this time period and shall distribute these costs to the individual Task Orders allocated based on the direct technical hours recorded for each Task Order.

#### **G.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) - TASK ORDER CONTRACTS (GRC 52.242-93) (AUG 2002)**

(a) A Contracting Officer's Technical Representative (COTR) will be delegated under this contract pursuant to the clause at NFS 1852.242-70 entitled "Technical Direction". The Contractor will receive a copy of this delegation at the time of award of any contract or shortly thereafter. This delegation will take place on a NASA Form 1634 and will list not only the COTR delegated, but also his/her duties and responsibilities. Throughout this solicitation/contract there may be references made to a variety of different titles, including "NASA Project Manager", "NASA Technical Representative", and "NASA Contract Monitor"; these do not refer to the COTR.

(b) A NASA Technical Representative other than the COTR may be assigned on any task order issued under this contract. Any such NASA Technical Representative has overall responsibility for the technical effort under the task order. NASA Technical Representatives are not, however, authorized to make technical directions or perform any other duties or responsibilities as may be delegated to the COTR, or retained by the Contracting Officer.

#### **G.9 PROVIDING INSTALLATION ACCOUNTABLE GOVERNMENT PROPERTY/FACILITIES TO CONTRACTORS (GRC 52.245-108) (FEB 2001)**

(a) In accordance with FAR 45.101 and NFS1845.102, it is policy of the Government that Contractors shall furnish all facilities required for performing Government contracts. "Property/Facilities" as defined in FAR 45.101 and 45.302-1 include real property and plant equipment including personal property such as general purpose off-the-shelf equipment, machine tools, test equipment, and vehicles. "Facilities" do not include components, material, parts, special test equipment, special tooling or agency-peculiar property.

(b) The Government will provide EXISTING facilities for performance of this contract as listed elsewhere in the solicitation on an "as is" basis. These facilities are subject to the requirements as described in 182.245-71 and 1852.245-77. Overall property accountability will rest with the Government while user responsibility shall rest with the Contractor. For any of these existing facilities that reach the end of their useful life or it is deemed to be beyond economical repair, the Government will make a "strategic investment" decision to replace the facilities at Government expense or request that the Contractor replace the facility at Contractor expense.

(c) The price or cost associated with the direct replacement of these facilities may be subject to an equitable contract adjustment with the approval of the contracting officer.

**G.10 INDIRECT COST CEILING**

(a) Reimbursement Ceiling Rates

(1) Final payment for overhead, G&A and any other indirect expenses, will be based on the application of the actual DCAA audited rate, but shall not exceed the ASRC Aerospace and Analex proposed ceiling rates submitted in the Contractor’s proposal dated March 20, 2006 in response to RFP NNC05GESS2. The proposed ASRC Aerospace indirect ceilings are indicated in the table below:

| ASRC’s Contract Years | Overhead Ceiling (%) | Overhead Base Description | G&A Ceiling (%) | G&A Base Description | Subcontractor Handling Ceiling (%) | Subcontractor Handling Base Description |
|-----------------------|----------------------|---------------------------|-----------------|----------------------|------------------------------------|---|
| 9/1/06 – 8/31/07      | (b)(4)               |                           |                 |                      |                                    |   |
| 9/1/07 – 8/31/08      |                      |                           |                 |                      |                                    |   |
| 9/1/08 – 8/31/09      |                      |                           |                 |                      |                                    |   |
| 9/1/09 – 8/31/10      |                      |                           |                 |                      |                                    |   |
| 9/1/10 – 8/31/11      |                      |                           |                 |                      |                                    |   |

(2) The ceiling rates for years September 1, 2006 through August 31, 2011 are rates for the total indirect expenses and total contract cost bases for the 5-year periods specified. Rates may vary within the individual years.

(3) Increased indirect costs during the term of this contract that result from such items as statute, court decisions and/or written rulings or regulations by the Internal Revenue Service or other taxing authority may be cause for adjustment of the indirect ceiling affected.

(4) Notwithstanding the above, in the event that the actual overhead, G&A or the indirect rates specified above exceed their respective ceilings, an overrun amount in one ceiling shall not be reimbursed in an amount not to exceed any underrun in the other ceiling. Underruns from one Contractor-fiscal year shall not be applied to overruns of another fiscal year. All costs in excess of the said indirect ceilings are not reimbursable under this or any other Government contract.

(5) Specific cost elements (or accounts) that comprise the overhead, G&A, or other indirect expense pools and cost bases which are subject to the above agreed-upon ceilings are itemized and described on Attachment G of this contract. The Contractor shall advise the NASA Contracting Officer of any planned or approved accounting changes that would impact the subject indirect rates and demonstrate how the changes will impact negotiated ceilings. The

NASA Contracting Officer may agree to change the rate ceilings, if appropriate. Where accounting changes have the effect of moving costs from one expense pool to another that potentially results in a circumvention around a rate ceiling(s), the NASA Contracting Officer shall agree to only those rate ceiling changes that either have no effect on or decrease the net effective cost chargeable to the contract.

(b) Provisional Indirect Billing Rates:

(1) For both overhead and G&A expenses, the Contractor may submit interim billings based on actual, cumulative pool costs not to exceed the lesser of the ceiling rates or the cognizant Government auditor-approved provisional billing rates.

(2) To prevent substantial over or under payment (except where a ceiling is reached), the provisional billing rates shall be reviewed at least annually by the Contractor. Whenever actual rates are + or - 10% of the current billing rate, the Contractor shall propose revisions for the NASA Contracting Officer's approval. Proposed revisions are subject to review by Government auditors.

(End of clause)

**G.11 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND  
PATENT REPRESENTATIVE (NASA 1852.227-72) (JUL 1997) (GRC  
FILL IN)**

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

New Technology Representative

Office Code: 9400 (Technology Transfer & Partnership Office)  
Address: 21000 Brookpark Road  
Cleveland, OH 44135

Patent Representative

Office Code: 0120 (Office of Chief Counsel)  
Address: 21000 Brookpark Road  
Cleveland, OH 44135

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

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

(End of clause)

**G.12 APPROVAL FOR USE OF RADIO FREQUENCY TRANSMITTING EQUIPMENT (NOV 2005)**

(a) The Contractor must obtain written approval from the Glenn Research Center (GRC) Spectrum Manager prior to using any radio frequency transmitting equipment in the performance of this contract. Examples of such equipment are: (1) Two-way radios for voice or data transmission; (2) video links; (3) microwave links; (4) antennas or antenna towers; (5) wireless networking components; (6) wireless headsets, microphones, and remote controls; (7) radars; (8) amplifiers and repeaters; (9) tracking beacons; (10) any other intentional radio frequency radiating device.

(b) The GRC Spectrum Manager may be contacted as follows:

NASA Glenn Research Center

Attn: Spectrum Manager, Mail Stop 54-8

21000 Brookpark Road,

Cleveland, OH 44135

(c) This clause, including this paragraph (c), shall be included in all subcontracts.

(End of clause)

[END OF SECTION]

SECTION H - 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<br>NUMBER | DATE     | TITLE   |
|------------------|----------|---|
| 52.223-5         | AUG 2003 | POLLUTION PREVENTION AND RIGHT- TO-<br>KNOW INFORMATION |

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

| CLAUSE<br>NUMBER | DATE     | TITLE  |
|------------------|----------|--|
| 1852.223-70      | APR 2002 | SAFETY AND HEALTH                                    |
| 1852.223-74      | MAR 1996 | DRUG- AND ALCOHOL-FREE WORKFORCE                     |
| 1852.223-75      | FEB 2002 | MAJOR BREACH OF SAFETY OR SECURITY                   |
| 1852.225-70      | FEB 2000 | EXPORT LICENSES                                      |
|                  |          | Insert in Paragraph (b) "NASA Glenn Research Center" |
| 1852.244-70      | APR 1985 | GEOGRAPHIC PARTICIPATION IN THE<br>AEROSPACE PROGRAM |

(End Of Clause)

**H.2 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:



U.S. Small Business Administration  
Cleveland District Office  
1350 Euclid Avenue, Suite 211  
Cleveland, OH 44115

(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)

### **H.3 TASK ORDERING PROCEDURE (1852.216-80 ) (OCTOBER 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 will 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 ten (10) business 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) Contract number and order number;
- (2) 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;
- (3) Performance standards, and where appropriate, quality assurance standards;
- (4) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable;
- (5) Any other resources (travel, materials, equipment, facilities, etc.) authorized;
- (6) Delivery/performance schedule including start and end dates; and

(e) 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.

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

(g) 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.

(h) Each active Task Order will be updated (Statement of Work, milestones/deliverables, award fee evaluation criteria, detailed cost plan, and any other affected elements) every six months (or other period designated as an Award Fee Period) in accordance with the procedure set forth above.

(End of clause)

#### **H.4 TASK ORDER PRICING RATES**

(a) Distributed Costs are those cost, as defined below, which are directly chargeable to the contract, but for purposes of this contract, are not Task Direct Costs. The Distributed Cost Rate is defined as an internal contract indirect rate applied to Task Direct Labor cost in estimating Task Order pricing. The Distributed Cost Rate is a contract pricing mechanism used to include/spread the contract's "non-task direct costs" into the cost of each task order. The base of allocation for calculating the Distributed Cost Rate is Total Task-Direct Labor Costs (unburdened). For purposes of this contract the following type of cost elements may be included in the Distributed Cost Pool and used to calculate the contractor's Distributed Cost Rate.

*Non-Task Order Direct Labor Costs (Program Support)* - all unburdened labor costs for personnel whose primary work involve overall contract support functions including but not limited to, project management, human resources, IT management and administration, and accounting functions.

*OH costs* – All overhead costs on all labor (task direct & non task direct)

*G&A costs*- All G&A costs on all labor (task direct & non task direct)

*Fringe Benefits Costs* – All fringe benefit cost on all labor (task direct & non task direct)

*ODIN Costs* – All IT costs (including, but not limited to, telephone services, desktops, software, maintenance, system administration and related services, etc.) procured via the GRC ODIN contractor

*Other Non-Labor, Non-Task Direct Costs* – this includes, but is not limited to, support travel, relocation costs, recruiting, non-task equipment, non-task training, awards and recognition.

*Other Non-Task, Indirect Costs* – for example, subcontract administration cost, material handling/purchasing costs, etc.

*All Major Subcontractors Distributed Cost, if applicable* – All of the above except ODIN Costs

(b) No later than 75 days prior to the end of the Government’s fiscal year the Contractor shall submit its projected Distributed Cost rate for the next Government fiscal year. In support of its projected rate, the Contractor shall provide sufficient cost detail to permit a complete cost analysis by the Government. The projected rate will be considered by the Government in determining whether the pricing rate specified in paragraph a. above should be changed.

(c) In preparing the task plans as called for in clause H.3 above, the Contractor shall use the rates specified in the table below for Distributed Costs, if applicable, or lower, applied to the estimated cost for Task Direct Labor, when estimating the costs of performing all Task Orders issued under the contract. This rate is used for pricing and billing purposes. As such, the Contractor will be permitted to base its Task Order estimates on a lower rate. Both parties agree to use the schedule rates, or lower, as the basis for establishing the estimated cost or price of individual orders, together with any other direct costs specific to the task order. The Government will pay the actual costs incurred as specified in the order, subject to the limits established by the “Limitation of Funds” clause and any ceiling rates specified in Clause G.11.

| Applicable Period | Distributed Cost Rate |
|-------------------|-----------------------|
| (b)(4)            |                       |

(d) An amount for Award Fee may be added to the price of each Task Order by applying the rate specified in Clause H.14 to the estimated cost.

(End of clause)

**H.5 SECURITY CLASSIFICATION REQUIREMENTS (NASA 1852.204-75) (SEP 1989)**

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

(End of Clause)

**H.6 SECURITY REQUIREMENTS (FAR 52.204-2) (AUG 1996)**

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with: (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

**H.7 RESTRICTIONS ON PRINTING AND DUPLICATING (NASA 1852.208-81) (NOV 2004)**

(a) The Contractor may duplicate or copy any documentation required by this contract in accordance with the provisions of the Government Printing and Binding Regulations, No. 26, S. Pub 101-9, U.S. Government Printing Office, Washington, DC, 20402, published by the Joint Committee on Printing, U.S. Congress.

(b) The Contractor shall not perform, or procure from any commercial source, any printing in connection with the performance of work under this contract. The term "printing" includes the processes of composition, platemaking, presswork, duplicating, silk screen processes, binding, microform, and the end items of such processes and equipment.

(c) The Contractor is authorized to duplicate or copy production units provided the requirement does not exceed 5,000 production units of any one page or 25,000 units in the aggregate of multiple pages. Such pages may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. A "production unit" is one sheet, size 8-1/2 x 11 inches (215 x 280 mm), one side only, and one color ink.

(d) This clause does not preclude writing, editing, preparation of manuscript copy, or preparation of related illustrative material as a part of this contract, or administrative duplicating/copying (for example, necessary forms and instructional materials used by the Contractor to respond to the terms of the contract).

(e) Costs associated with printing, duplicating, or copying in excess of the limits in paragraph (c) of this clause are unallowable without prior written approval of the Contracting Officer. If the Contractor has reason to believe that any activity required in fulfillment of the contract will necessitate any printing or substantial duplicating or copying, it immediately shall provide written notice to the Contracting Officer and request approval prior to proceeding with the activity. Requests will be processed by the Contracting Officer in accordance with the provisions of the Government Printing and Binding Regulations, NFS 1808.802, and NPR 1490.5, NASA Procedural Requirements for Printing, Duplicating, and Copying Management.

(f) The Contractor shall include in each subcontract which may involve a requirement for any printing, duplicating, and copying in excess of the limits specified in paragraph (c) of this clause, a provision substantially the same as this clause, including this paragraph (f).

(End of clause)

#### **H.8 MINIMUM INSURANCE COVERAGE (NASA 1852.228-75) (OCT 1988)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

#### **H.9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2006)**

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

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

(End of clause)

#### **H.10 SAFETY AND HEALTH PLAN (GRC 52.223-95) (AUG 2002)**

(a) The offeror shall submit a detailed safety and occupational health plan for Government review and approval within 60 days upon notification of contract award. The plan shall address NASA Procedures and Guidelines (NPG) 8715.3, the NASA Safety Manual, and the GRC Safety Manual. The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan will be reviewed and approved by the GRC Safety Office and the Contracting Officer, and will be included in the contract by reference. Any modifications or revisions to the plan will also be included in the contract.

End of Clause

#### **H.11 NASA SYSTEM ADMINISTRATOR SECURITY CERTIFICATION (GRC 52.204-95) (JUL 2003)**

(a) In addition to any other requirements of this contract, all individuals who perform tasks as a system administrator or have authority to perform tasks normally performed by system administrator shall be required to demonstrate knowledge appropriate to those tasks. This demonstration, referred to as the NASA System Administrator Security Certification, is a NASA funded two-tier assessment to verify that system administrators are able to--

(1) Demonstrate knowledge in system administration for the operating systems for which they have responsibility.

(2) Demonstrate knowledge in the understanding and application of Network and Internet Security.

(b) Certification is granted upon achieving a score above the certification level on both an Operating System test and the Network and Internet Security Test. The Certification earned under this process will be valid for three years. The criteria for this skills assessment has been established by the NASA Chief Information Officer. The objectives and procedures for this certification can be obtained by contacting the IT Security Awareness and Training Center at (216) 433-2063.

(c) A system administrator is one who provides IT services, network services, files storage, web services, etc. to someone else other than themselves and takes or assumes the responsibility for the security and administrative controls of that service or machine. A lead system administrator has responsibility for information technology security (ITS) for multiple computers or network devices represented within a system; ensuring all devices assigned to them are kept in a secure configuration (patched/mitigated); and ensuring that all other system administrators under their lead understand and perform ITS duties. An individual that has full access or arbitrate rights

on a system or machine that is only servicing themselves does not constitute a "system administrator" since they are only providing or accepting responsibility for their system. An individual that is only servicing themselves is not required to obtain a System Administrator Certification.

(End of Clause)

#### **H.12 CONTRACTORS' DUTIES AND RESPONSIBILITIES ON-SITE (GRC 52.209-90) (SEP 2002)**

(a) **BADGES.** All Contractor personnel having a need to enter areas of the Glenn Research Center or Plum Brook Station shall have an identification badge or pass. This badge or pass shall be obtained at the entrance of the Glenn Research Center or Plum Brook Station. In addition to the requirements contained herein, the Contractor shall comply with Glenn Procedures and Guidelines GLPG 3730.1, Managing Conduct and Other Employee Issues, incorporated herein by reference and made a part hereof.

(1) Resident Contractors (employees with picture badges)--

(i) The on-site company supervisor will notify the Main Gate Badge Clerk at PABX 3-2206 when a new employee is reporting to work. The Badge Clerk will give the company supervisor specific instructions as to how the new employee will be badged, photographed, fingerprinted, etc.

(ii) When an employee terminates and/or resigns employment, the company shall issue to the employee NASA Form C-10087, Non- NASA Separation Clearance Record. The company shall be responsible for making an inquiry of all offices listed on the form to see if the employee has any outstanding Government items. The employee shall then take this form to all offices that list he/she has outstanding items. The employees last stop is for the return of their Government issued I.D. badge.

(iii) The Company shall ensure that the terminated and/or resigned employee has returned his/her badge to the Main Gate Badge Clerk. Final clearance of a Contractor upon completion of a contract will depend in part upon accounting for all badges issued to employees during the performance of the contract. It should be recognized that security badges are Government property and any alteration or misuse of these badges may be prosecuted as a violation of Section 499, Title 18, U.S. Code.

(2) Non-Resident Contractors (employees with non-picture badges). The Contractor's on-site manager shall comply with the Badge and Property Regulations (NASA Form C-421) a copy of which will be given the Contractor's supervisors at the time of the Construction Site Showing. The Badge and Property Regulations are quoted below:

(3) The following regulations have been adopted governing the control of Contractor's Badges at the Glenn Research Center.



(i) Ensure that each company employee is in possession of NASA Form C-9975 prior to reporting to work for badging purposes. Employees not in possession of the above mentioned form will be delayed at the gate until such time as the company supervisor/foreman or his representative reports to the Main Gate with the appropriate paperwork for badging.

(ii) Report lost badges immediately.

(iii) Upon termination of duties, each employee's badge will be collected and returned to the Main Gate by the Contractor. Final clearance of a Contractor upon completion of a contract will depend in part upon the accounting for all badges issued to employees during the performance of the contract. It should be recognized that security badges are Government property and any alteration or misuse of these badges may be prosecuted as a violation of Section 499, Title 18, U.S. Code.

#### (b) NASA-OWNED PROPERTY

(1) The term "NASA-Owned Property" refers to all controlled (tagged) and non-tagged equipment, library property, security badges, computer passwords and other property furnished by the Government during the course of the contract.

(2) The Contractor shall ensure that all NASA-Owned property issued to its employees is returned and in satisfactory condition upon termination of an employee's duties. In cases where accountability for the property is transferred from one employee to another, the NASA Equipment Management System (NEMS) Control office of the Logistics Management Division must be notified. At the completion of the Government contract, all property will be returned, and the contract value will be adjusted for any property not accounted for.

(3) When access to Federal computer systems has been granted, the Contractor shall ensure that its employees comply with the clause of the contract entitled "SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION RESOURCES (NFS 1852.204-76)".

#### (c) EMERGENCIES

(1) The Contractor shall ensure that its employees are informed that Emergency, Fire, Medical, Safety, and Security assistance can be summoned by Dialing "911" on the Center's PABX telephone system. Emergencies are defined as incidents involving serious personal injury or damage that causes a possible hazardous condition, or any incidents that require immediate attention of the Plant Protection Department or Security. All other medical treatment is the responsibility of the Contractor.

(2) For incidents not classified as an emergency, Contractor personnel shall be instructed to immediately notify the Contracting Officer's Technical Representative (COTR) (rather than dialing "911") in the event of an accident involving either personal injury or damage to property whether public or private, including damage to motor vehicles. They shall cooperate fully with the Government Accident Investigator and the Center Accident Investigation Board. This cooperation shall include interviews at the accident site and/or at a Board meeting.

(3) The Chairman of the appropriate Accident Investigation Board will notify the Contractor through the COTR as to the date and time and location of the Board meeting. The Board meetings will be held between the hours of 8:15 a.m. and 4:45 p.m. regular work days Monday through Friday.

(4) For Contractor duties where continuous manning of posts is mandatory during a work shift, the Contractor shall provide substitute personnel as required for manning these posts during the meeting of the Accident Investigation Boards.

(d) TRAFFIC

(1) The Contractor agrees to comply, and agrees to require that all of its personnel will comply with all posted traffic signs, signals and instructions of personnel assigned for traffic control and parking purposes and with the provisions of NPD 1600.2 and NHB 1620.1 incorporated herein by reference and made a part hereof.

(2) The Government reserves the right to bar from the Glenn Research Center any Contractor employee who has failed to comply with such signs, signals, instructions and the provisions of NPD 1600.2 and NHB 1620.1. The period of the bar shall be as determined appropriate by the Contracting Officer subject to the provisions of NPD 1600.2 and NHB 1620.1. The Contracting Officer will notify the Contractor in writing, setting forth the name(s) of the affected employees(s) and the time period(s) of the bar(s). No action by the Government in barring any Contractor employee from the Glenn Research Center shall be the basis for any claim whatever by the Contractor under this contract, nor shall it excuse the Contractor from complying with any provision of this contract.

(e) ON-SITE STANDARDS OF CONDUCT

(1) The Contractor's entry onto the Center shall be pursuant to fulfilling its contractual obligations, and any related activities thereto. Contractor personnel gaining access to Glenn facilities are required to certify that they meet the minimum ethical standards for entry onto a Government facility. Falsification of this certification could lead to criminal prosecution.

(2) The Contractor agrees to comply, and agrees to require that all of its personnel will comply with all applicable Federal and State statutes and regulations, NASA policy and guidance documents, Glenn policy and guidance documents, and other regulations pertaining to personal conduct while on-site. Any conduct prejudicial to the efficient operation of the Center shall be cause for removal from the Center.

(f) PROHIBITION OF FIREARMS. Firearms or weapons of any kind are strictly prohibited at the Glenn Research Center.

(g) SECURITY INCIDENTS. Theft of Property, Bomb threats, malicious damage and any other threat or violent situations shall be immediately reported to the Security Office.

(h) PROPERTY PASSES. A Contractor Property Pass (NASA Form C- 702) is required for the removal of all Contractor owned property and equipment and must be presented to the gate guard upon exit. This form can be obtained from the COTR (or designee) or the Glenn employee

responsible for the Contractor's presence at the Center. This form must contain a complete description of the material/equipment being removed and should be signed by the authorized Government employee. Material relating to a specific contract or purchase order must be identified by insertion of the appropriate contract/purchase order number on the pass by the COTR or designee.

(i) **AFTER-HOUR ACCESS.** During normal working hours, 7:00 a.m. to 5:30 p.m. Monday through Friday, the guards at the gates will permit your entrance and departure. At any other time (other than normal hours), advance clearance is required, and may be obtained through the Glenn/Plum Brook COTR or Inspector who will then make the request to the Main Gate Sergeant PABX 3-2204 at Glenn and 3-3221 at Plum Brook. After-hour clearances as approved by the COTR Inspector are certification to the guards as authority for admittance of a Contractor during off hours, including Saturdays, Sundays, and Holidays.

(j) **CONTRACTOR IDENTIFICATION.** To avoid situations whereby the actions of onsite Contractor employees can be construed as that of Government officials, the onsite Contractor shall take the following actions:

(1) Insure that employees properly display their badge at all times.

(2) Institute a policy whereby employees who, in their normal course of duties, answer telephone inquiries, participate in meetings with Government and other Contractor personnel or deal with the general public appropriately identify themselves so their actions cannot be construed as that of Government officials.

(3) Institute a policy whereby business correspondence, including emails and memoranda, includes the name of the company in the signature line. Use company letterhead for internal company matters and letters/memos signed by company personnel.

(4) For onsite office space primarily occupied by company personnel, clearly indicate on the exterior of the office space the company name.

(End of clause)

### **H.13 DETERMINATIONS OF WAGE REASONABLENESS DURING CONTRACT PERFORMANCE AND PRIOR TO EXERCISE OF OPTIONS (GRC 52.215-112) (SEP 2001)**

(a) The Contractor must notify the Contracting Officer (CO) at any time during the performance of this contract when a general wage increase is contemplated for any groups of their employees.

(b) Prior to any preliminary notice of the Government's intent to exercise an option, the CO will request that the Contractor provide either: (1) A comparison of the anticipated wages for the option period against the recent versions of the surveys used to prepare the original proposal and an explanation of any anticipated wages in excess of those expected during the negotiation of the original contract, or (2) A signed statement that all wages planned to be paid during the option period will be no greater than those required by the applicable Wage Determination(s).

(End of clause)

#### **H.14 AWARD FEE**

The total award fee available for each evaluation period will be the total of the award fee amounts established for the individual Task Orders for that period. The maximum award fee available to the Contractor on each task order will be established by applying a fixed rate of (b)(4) to the total estimated (not actual) cost of each Task Order agreed upon by both parties at the time of issuance.

#### **H.15 RESERVED**

#### **H.16 PROTECTION OF PROPRIETARY DATA**

To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with other companies.

(End of clause)

#### **H.17 REPORTING OF COMPLIANCE WITH “LIMITATION OF SUBCONTRACTING” CLAUSE**

a. Paragraph (b)(1) of clause 52.219-14 is supplemented with the following:

“The cost of contract performance incurred for personnel” is defined as the fully-burdened labor cost, which includes wages, fringe benefits, and any indirect costs using labor cost as their base, for any personnel charging time direct to this contract, including any subcontract. For any labor-hour subcontracts, the subcontract hourly rate shall be considered the fully-burdened labor cost.”

b. Within ten (10) work days prior to the end of every Award Fee evaluation period, the Contractor shall submit to the Contracting Officer a written summary of the relative portions of the cost of contract performance incurred for personnel for itself and for all subcontracts. This summary shall include an itemization by “team” subcontractor, any administrative subcontracts, and all Task Direct labor-hour type subcontracts. The costs reported shall be cumulative from the start of the contract.

(End of clause)

**H.18 ACCESS TO SENSITIVE INFORMATION (NFS 1852.237-72) (JUN 2005)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### **H.19 RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73) (JUN 2005)**

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

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

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

Mark the title page with the following legend:

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

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

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

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

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

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

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

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

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

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

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

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

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

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to

implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

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

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

(End of clause)

## **H.20 ADVANCED AGREEMENT INVOICING AND BILLING**

Notwithstanding paragraph (a)(1) of clause 52.216-7, "Allowable Cost and Payment," of this contract, the Contractor agrees it shall submit cost and fee vouchers or invoices not more than once a month under this contract.

## **H.21 OBSERVANCE OF LEGAL HOLIDAYS (NFS 1852.242-72) (AUG 1992) (ALTERNATE II) (OCT 2000)**

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

New Year's Day

Labor Day

Martin Luther King, Jr.'s Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day



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

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

(c) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(d) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (c) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

(End of clause)

## **H.22 ADVANCED AGREEMENT ATOMS SOFTWARE AND CONTRACTOR PROPERTY**

a) The contractor agrees that upon expiration or termination of this contract (GESS-2) it shall provide the NASA Glenn Research Center a royalty free license for the ATOMS web reporting tool for GESS-2 along with its source code. In addition to the above, upon request by the contracting officer the contractor shall provide all associated GESS-2 contract data in a readable format. The costs associated with the preparation and submittal of said data shall be an allowable cost under this contract.

b) The contractor also agrees to sell to the successor contractor for this contract all property purchased by the contractor for use under this contract that the contractor has billed as a cost, i.e., depreciation expense under this contract. The sale price for said property shall not exceed the contractor's book value of the property.

[END OF SECTION]

PART II - CONTRACT CLAUSES

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SECTION I - CONTRACT CLAUSES

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**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 |
| 52.215-2      | JUN 1999 | AUDIT AND RECORDS--NEGOTIATION   |
| 52.215-8      | OCT 1997 | ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT  |
| 52.215-15     | OCT 2004 | PENSION ADJUSTMENTS AND ASSET REVERSIONS   |
| 52.215-17     | JUN 2003 | WAIVER FACILITIES CAPITAL COST OF MONEY  |
| 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   |
| 52-215-20 | OCT 1997 | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE II) (OCT 1997)(ALTERNATE III) (OCT 1997)                                    |
| 52.215-21 | OCT 1997 | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (ALTERNATE II) (OCT 1997)(ALTERNATE III) (OCT 1997)                      |
| 52.216-7  | DEC 2002 | ALLOWABLE COST AND PAYMENT<br>Insert "30 <sup>th</sup> day" in Paragraph (a)(3).  |
| 52.216-18 | OCT 1995 | ORDERING<br>Insert the "contract effective date" through "the contract expiration date " in paragraph (a).  |
| 52.216-19 | OCT 1995 | ORDER LIMITATIONS<br>Insert "\$500", "\$50 million per contract year," "\$50 million per contract year", and "10" in paragraphs (a), (b)(1), (b)(2), and (d), respectively. |
| 52.216-22 | OCT 1995 | INDEFINITE QUANTITY<br>Insert "2 months after the contract expiration date" in paragraph (d).   |
| 52.217-8  | NOV 1999 | OPTION TO EXTEND SERVICES   |
| 52.219-8  | MAY 2004 | UTILIZATION OF SMALL BUSINESS CONCERNS  |
| 52.219-14 | DEC 1996 | LIMITATIONS ON SUBCONTRACTING   |
| 52.222-1  | FEB 1997 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES  |
| 52.222-2  | JUL 1990 | PAYMENT FOR OVERTIME PREMIUMS<br>Insert "\$0" in paragraph (a).   |
| 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   |
| 52.222-39 | DEC 2004 | NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES  |
| 52.222-41 | JUL 2005 | SERVICE CONTRACT ACT OF 1965, AS  |

|           |          |  |
|-----------|----------|--|
|           |          | AMENDED  |
| 52.222-43 | MAY 1989 | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIYEAR AND OPTION CONTRACTS) |
| 52.223-6  | MAY 2001 | DRUG-FREE WORKPLACE  |
| 52.223-10 | AUG 2000 | WASTE REDUCTION PROGRAM  |
| 52.225-5  | JAN 2006 | TRADE AGREEMENTS   |
| 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                                    |
| 52.227-10 | APR 1984 | FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER   |
| 52.227-11 | JUN 1997 | PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM) (AS MODIFIED BY NFS 1852.227-11) (MAY 2002)  |
| 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   |
| 52.228-7  | 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 "concurrent with first request" 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   |
| 52.242-1  | 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 II) (APR 1984)  |
| 52.244-2  | AUG 1998 | SUBCONTRACTS   |
| 52.244-5  | DEC 1996 | COMPETITION IN SUBCONTRACTING  |

|           |          |   |
|-----------|----------|---|
| 52.244-6  | DEC 2004 | SUBCONTRACTS FOR COMMERCIAL ITEMS   |
| 52.245-5  | MAY 2004 | GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND- MATERIAL, OR LABOR-HOUR CONTRACTS) |
| 52.245-9  | AUG 2005 | USE AND CHARGES   |
| 52.246-25 | FEB 1997 | LIMITATION OF LIABILITY-- SERVICES  |
| 52.247-1  | APR 1984 | COMMERCIAL BILL OF LADING NOTATIONS   |
| 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<br>NUMBER | DATE     | TITLE   |
|------------------|----------|---|
| 1852.203-70      | JUN 2001 | DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS                            |
| 1852.204-76      | NOV 2004 | SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES |
|                  |          | Insert "within 15 days" in paragraph (c).                               |
| 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   |
| 18-52.237-70     | DEC 1988 | EMERGENCY EVACUATION PROCEDURES   |
| 1852.243-71      | MAR 1997 | SHARED SAVINGS  |

(End of Clause)

### **I.2 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 directly by the Contracting Officer to the successful 8(a) Offeror selected through the evaluation criteria set forth in this solicitation.

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

(2) The Contractor will notify the NASA Glenn Research 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.3 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.4 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

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

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

(End of clause)

### **I.5 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,

Dr. Sunil Dutta  
NASA Glenn Research Center  
21000 Brookpark Road, Mail Stop 3-9  
Cleveland, OH 44135-3191  
Telephone: (216) 433-8844  
FAX: (216) 433-2946  
e-mail: Sunil.Dutta@grc.nasa.gov

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

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

(End of clause)

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

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

THIS STATEMENT IS FOR INFORMATION ONLY; IT IS NOT A WAGE DETERMINATION.

| Employee Class | Monetary Wage |
|----------------|---------------|
|----------------|---------------|



Drafter

\$13.55/Hour

(b) Costs to the Government for employee fringe benefits for the class of service employees described above are estimated as follows. Total fringe benefit costs are estimated at an average of 28% of salary for all permanent employees.

|                                     | Percent of Salary |
|-------------------------------------|-------------------|
| Federal Employees Retirement System | 11.4              |
| Thrift Saving Plan                  | 3.3               |
| Social Security (FICA)              | 6.2               |
| Medicare                            | 1.5               |
| Employee Life Insurance (FEGLI)     | 0.2               |
| Employee Health Insurance (FEHB)    | 5.4               |
| Combined Fringe Benefit Cost        | 28.0              |

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

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

(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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**J.1 LIST OF ATTACHMENTS - NEGOTIATED (GRC 52.215-102) (AUG 2002)**

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

| <u>Attachment</u> | <u>Description</u>   |
|-------------------|--|
| A                 | List of Installation-Accountable Government Property                 |
| - B               | Organizational Conflict of Interest Avoidance Plan (b)(4)            |
| C                 | DD Form 254 – “Contract Security Classification Specification”       |
| D                 | U.S DOL Wage Determination No. 1994-2417, Rev. No. 23, dated 5/23/06 |
| E                 | Award Fee Evaluation Plan – Period 1 (9/1/06 – 3/31/07)              |
| - F               | Safety and Health Plan (b)(4)  |
| - G               | Indirect Rate Base Definitions (b)(4)                                |

**J.2 DOCUMENT DISTRIBUTION REQUIREMENTS (GRC 52.227-104) (JUL 2003)**

(a) Unless specified elsewhere in this contract, reports and other documentation shall be submitted prepaid to the recipients specified below, addresses as follows:

National Aeronautics and Space Administration  
Glenn Research Center  
Attn: Tim Pierce, Mail Stop 500-312  
21000 Brookpark Road  
Cleveland, OH 44135

Contract: NNC06BA07B

(b) The following list designates the recipients of reports and other documentation which may be required to be delivered to the Glenn Research Center by the Contractor:

|  | <u>Monthly Technical<br/>Narrative Reports</u> | <u>NASA Form<br/>533M</u> |
|--|--|---------------------------|
| 1. Services & Construction Branch<br>MS 500-312                      | 1  | 1                         |
| 2. Financial Management Division<br>MS 500-303                       |  | 1                         |
| 3. Technology Utilization Office<br>MS 7-3                           | 1  |                           |
| 4. NASA Contracting Officer's<br>Technical Representative<br>500-200 | 1  | 2                         |
| 5. Institutional Program Support Office<br>MS 500-320                | 1  | 1                         |

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[END OF SECTION]