

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE 1	OF PAGES 257 Includes Exhibits & Forms
2. CONTRACT NO. NNM05AB50C		3. SOLICITATION NO. (Draft RFP) NNM0500ESTSR		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 05/03/05 (Final RFP)
7. ISSUED BY: Procurement Office, Mail Code PS20 George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		8. ADDRESS OFFER TO (If other than item 7) NASA/George C. Marshall Space Flight Center Attn: Becky Crane, 256-961-2067 or 256 544-3361 Deliver to: Building 4203, Room B100 Marshall Space Flight Center, AL 35812				
6. REQUISITION/PURCHASE NO. 4200131876						

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

SOLICITATION

9. Sealed offers in original and 10 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in Building 4203, Basement Elevator Lobby between 9:00 a.m. and 12:00 noon local time CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provisions No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. *See Provision L.16.

10. FOR INFORMATION CALL:	A. NAME Becky K. Crane, Contracting Officer		B. TELEPHONE NO. (NO COLLECT CALLS)		C. E-MAIL ADDRESS Becky.K.Crane@nasa.gov
			AREA CODE 256	NUMBER 544-3361	EXT. -

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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS N/A%	20 CALENDAR DAYS N/A%	30 CALENDAR DAYS N/A%	CALENDAR DAYS N/A%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
		001	18 May 05		
		002	06 Jun 05		
15A. NAME AND ADDRESS OF OFFEROR Sverdrup Technology, Inc. 600 William Northern Blvd Tullahoma, TN 37388		15B. TELEPHONE NO. 931 455-6400		15C. CHECK IF REMITTANCE ADDRESS IS <input type="checkbox"/> DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	
15B. TELEPHONE NO.		15C. CHECK IF REMITTANCE ADDRESS IS		16. NAME AND TITLE OF PERSON AUTH. TO SIGN OFFER (Type or print) Rogers F. Starr, President	
15B. TELEPHONE NO.		15C. CHECK IF REMITTANCE ADDRESS IS		17. SIGNATURE Original Signed by Rogers F. Starr	
15B. TELEPHONE NO.		15C. CHECK IF REMITTANCE ADDRESS IS		18. OFFER DATE 20 Jun 05	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION SEE PAGE A-2	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (if other than item 7) CODE PS20				25. PAYMENT WILL BE MADE BY Accounting Operations Office George C. Marshall Space Flight Center, NASA Marshall Space Flight Center, AL 35812 Automated Invoice Payment Information: (256) 544-5566	
26. NAME OF CONTRACTING OFFICER (Type or print) Kim Whitson/PS20				27. UNITED STATES OF AMERICA Original Signed by Kim E. Whitson (Signature of Contracting Officer)	
				28. AWARD DATE 09/28/05	

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

PART I – THE SCHEDULE

SECTION A

SOLICITATION/CONTRACT FORM

A.1 STANDARD FORM 33 (see previous page)

A.2 CONTINUATION OF STD. FORM 33 DATA (MSFC 52.204-92) (FEB 2001)

Accounting and Appropriation Data:

PR Number	Fund	Fund Center – WBS Element	Cost Center	Amount
4200131876	EXCX22005R	62R-379-04-0579-01	62EM30	\$79,216
	EXCX22005R	62R-761-40-0556-01	62NP70	\$29,500
	SFCX22004D	62-319-20-T1	62FD02	\$3,938
	SFCX22004D	62-302-80-01	62NP02	\$20,499
	SFCX22004D	62-794-30-95	62NP02	\$12,600
	SAEX22004D	62-622-41-02	62XD11	\$29,999
	SAEX22004D	62-432-99-02	62XD12	\$7,381
	SAEX22004D	62-101-15-46	62XD42	\$22,070
	SAEX22004D	6251-782-06-70	62XD30	\$205,769
	SFCX22004D	62-761-40-12	62EV24	\$6,366
	ESAX22005D	6251-782-06-13	62XD30	\$144,231
	EXCX22005D	62-612-10-90-11	62NP12	\$175,800
	EXCX22005D	62-377-10-30-GO	62XD30	\$200,000
	SFCX22004D	62-376-10-30	62TD62	\$6,288
	SFCX22004D	62-761-90-10	62NP30	\$27,430
	SFCX22004D	62-761-90-91	62ED24	\$440
	SFCX22004D	62-376-60-10	62TD62	\$11,059
	ESAX22005D	62-ENG	62ED02POOL	\$300,000
	SFCX22004D	62-TD	62TD63POOL	\$11,149
			TOTAL	\$1,293,735

(End of clause)

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PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED AND TYPE OF CONTRACT

- (a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in SECTION C, PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1.
- (b) This is a performance-based, cost-reimbursement, Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. Fee will be evaluated both objectively (Performance Fee) and subjectively (Award Fee), as described in Section J.3 and J.4 of this contract. Work will be authorized via Task Orders by the Contracting Officer which will be incorporated into Clause B.2 “Estimated Cost, Performance Fee, and Award Fee” by periodic contract modification. (See Clause H.5)
- (c) In the event that the Government does not order the minimum quantity specified below for the base and each option period covered, the Government’s obligation is limited to costs incurred plus payment of the minimum, potential performance and award fees earned. Cost will be reimbursed in accordance with the “Allowable Cost and Payment” clause of the contract for the quantity ordered per FAR Part 31.

<u>Contract Periods</u>		<u>Estimated Cost</u>	<u>Minimum Quantity</u>		<u>Estimated Cost</u>	<u>Maximum Quantity</u>	
			<u>Potential Performance Fee</u>	<u>Potential Award Fee</u>		<u>Potential Performance Fee</u>	<u>Potential Award Fee</u>
Base Period	Yr 1	\$10,000,000	\$510,000	\$340,000	\$100,000,000	\$5,100,000	\$3,400,000
Option 1	Year 2	\$10,000,000	\$510,000	\$340,000	\$100,000,000	\$5,100,000	\$3,400,000
Option 2	Year 3	\$10,000,000	\$510,000	\$340,000	\$100,000,000	\$5,100,000	\$3,400,000
Option 3	Year 4	\$10,000,000	\$510,000	\$340,000	\$100,000,000	\$5,100,000	\$3,400,000
Option 4	Year 5	\$10,000,000	\$510,000	\$340,000	\$100,000,000	\$5,100,000	\$3,400,000

- (d) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.
- (e) The award of this IDIQ contract does not inhibit the Government’s right to later award separate contracts for similar or related services.

(End of Clause)

B.2 ESTIMATED COST, PERFORMANCE FEE AND AWARD FEE

- (a) The estimated cost of this contract is \$ See Below*. The maximum potential performance fee is \$ See Below*. The maximum potential award fee is \$ See Below*. Total estimated cost, maximum potential performance fee, and maximum potential award fee are \$ See Below*.

**In accordance with Clause H.5, these values are based on the summation of the all individual Task Orders and are reflected in paragraph (b) below.*

- (b) Task Order summation by contract year and evaluation period of estimated cost, maximum potential Performance Fee, total Performance Fee earned, maximum potential Award Fee and total Award Fee earned:

Summation of Task Orders

** Contract Period Covered	*** Total Estimated Cost	Maximum Potential Performance Fee (60%)	Total Performance Fee Earned	Maximum Potential Award Fee (40%)	Total Award Fee Earned	TOTAL TASK ORDER VALUE
Base Year						
Fee Period 1						
Fee Period 2						
Option 1						
Fee Period 3						
Fee Period 4						
Option 2						
Fee Period 5						
Fee Period 6						
Option 3						
Fee Period 7						
Fee Period 8						
Option 4						
Fee Period 9						
Fee Period 10						
TOTALS						

** = 6 month evaluation periods

*** = Includes cost associated with PWS 1.1.

(End of clause)

B.3 AWARD FEE FOR SERVICE CONTRACTS 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. 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 Attachment J-3, MSFC Award Fee Evaluation Plan. 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 MSFC Accounting Operations Office/RS23, or designated paying office (i.e. NASA Shared Services Center) will make payment based on the issuance of a unilateral modification by the Contracting Officer incorporating the earned award fee.
- (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 to the amounts set forth at clause B.2. 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% 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 not 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)

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

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$1,243,058. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through October 24, 2005.
- (b) An additional amount of \$50,677 is obligated under this contract for payment of fees.
- (c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost:	\$ 0	\$1,243,058	\$1,243,058
Prov. Performance Fee:	\$ 0	\$30,406	\$30,406
Prov. Award Fee:	\$ 0	\$20,271	\$20,271
Earned Performance Fee:	\$ 0	\$ 0	\$ 0
Earned Award Fee:	\$ 0	\$ 0	\$ 0
Total Sum Allotted:	\$ 0	\$1,293,735	\$1,293,735

(End of Clause)

B.5 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-90) (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Contract Periods</u>	<u>Labor Category</u>	<u>Amount</u>
Base Year	Business Analyst/Technician	
Option 1	Business Analyst/Technician	(b) (4)
Option 2	Business Analyst/Technician	
Option 3	Business Analyst/Technician	
Option 4	Business Analyst/Technician	

(End of clause)

B.6 EVALUATION OF PERFORMANCE FEE

- (a) The Contractor can earn performance fee from a minimum of zero dollars to the maximum stated in Clause B.2 "Estimated Cost, Performance Fee, and Award Fee" in this contract. The potential performance fee will constitute 60% of the total fee pool (award and performance) for the contract.
- (b) Beginning 6 months after the effective date of this contract and every 6 months thereafter, the Government will evaluate the Contractor's performance to determine the amount of performance fee earned by the Contractor during the period. The Government will determine the performance fee amounts based on the Contractor's performance in accordance with Attachment J-4, MSFC Performance Fee Evaluation Plan.
- (c) The Government will advise the Contractor in writing of the evaluation results. The MSFC Accounting Operations Office, or designated billing office, will make payment based on receipt of a modification to the contract, which incorporates the earned performance fee
- (d) After 85% of the potential performance fee has been paid, the Contracting Officer may direct the withholding of further payment of performance 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% of the total potential performance fee.
- (e) The amount of performance fee that can be earned in each evaluation period is limited to the amounts set forth at Clause B-2. Performance fee, which is not earned in an evaluation period, cannot be reallocated for future evaluation periods.

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

(End of Clause)

B.7 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

- (a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

General and Administrative (G & A) Rate Ceiling: (b) (4)

- (b) It is mutually agreed that when indirect cost rate ceilings are specified in Paragraph (a), (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(End of Clause)

[END OF SECTION]

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK (MSFC 52.211-93) (FEB 2001)

The Description/Specifications/Statement of Work is Attachment J-1, Performance Work Statement (PWS).

(End of clause)

[END OF SECTION]

SECTION D

PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulation (48 CFR Chapter 1)

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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None included by reference.

II. NASA FAR Supplement (48 CFR CHAPTER 18) Clauses

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
1852.211-70	Packaging, Handling, and Transportation	Nov 2004

(End of Clause)

[END OF SECTION]

SECTION E

INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulations (48 CFR Chapter 1) Clauses

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.246-3	Inspection of Supplies-Cost Reimbursement	(May 2001)
52.246-5	Inspection of Services—Cost-Reimbursement	(Apr 1984)

II. NASA FAR Supplement (48 CFR Chapter 18) Clauses

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
None included by reference.		

(End of Clause)

E.2 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (1852.246-71)(OCT 1988)

In accordance with the Inspection clause of this contract, the Government intends to perform the following functions at the locations indicated.

<u>Item</u>	<u>Quality Assurance Function</u>	<u>Location</u>
All	Final Inspection & Acceptance	MSFC, Huntsville, AL, Washington, D.C. & D.C. Area

(End of Clause)

E.3 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

<u>Title</u>	<u>Number</u>	<u>Date</u>
<input checked="" type="checkbox"/> Marshall Management Manual	MPD 1280.1	9/17/04

(End of Clause)

E.4 CHANGES TO HIGHER-LEVEL CONTRACT QUALITY REQUIREMENTS

It is mutually agreed and understood that the Government may unilaterally update Clause E.3 with future versions and require full compliance to the latest requirements. Such action shall not give rise to an equitable adjustment to the estimated contract value, including both cost and performance/award fees, or any other expressed terms and conditions of this contract.

(End of Clause)

[END OF SECTION]

SECTION F

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulations (48 CFR Chapter 1) Clauses

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop-Work Order Alternate I	(Aug 1989)
52.247-34	F.O.B. Destination	(Nov 1991)

II. NASA FAR Supplement (48 CFR CHAPTER 18) Clauses

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
None included by reference.		

(End of Clause)

F.2 PERIOD OF PERFORMANCE

- (a) The base period of performance of this contract shall be October 15, 2005, through October 14, 2006. The contract 30-day phase-in period shall begin on the award date.
- (b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

<u>Contract Periods</u>	<u>Period of Performance</u>
Option 1	October 15, 2006 - October 14, 2007
Option 2	October 15, 2007 - October 14, 2008
Option 3	October 15, 2008 – October 14, 2009
Option 4	October 15, 2009 – October 14, 2010

(End of Clause)

F.3 PLACE OF PERFORMANCE (MSFC 52.237-91 (FEB 2001))

The Contractor shall perform the work under this contract at the Marshall Space Flight Center, AL, NASA Headquarters, Washington, D.C., and at such other locations that may be approved in writing by the Contracting Officer. Contractor personnel providing Headquarters' support under the Performance Work Statement (PWS) paragraph 1.9 of this contract shall be located in contractor provided facilities in the Washington, D.C. area.

(End of clause)

F.4 OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9)(MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the current period of performance provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

[END OF SECTION]

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulation (48 CFR Chapter 1)

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
None included by reference.		

II. NASA FAR Supplement (48 CFR Chapter 18) Clauses

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
1852.227-70	New Technology	May 2002
1852.227-86	Commercial Computer Software—Licensing	Dec 1987
1852.242-71	Travel Outside of the United States	Dec 1988
1852.242-73	NASA Contractor Financial Management Reporting	Nov 2004
1852.245-70	Contractor Requests For Government-Owned Equipment	July 1997

(End of Clause)

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

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

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

NASA/George C. Marshall Space Flight Center
RS23/Accounting Operations Office
Marshall Space Flight Center, AL 35812

Or other designated billing office as specified in writing by the Contracting Officer. (i.e. NASA Shared Services Center, etc.)

- (2) For any period that the Defense Contract Audit Agency (DCAA) has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.
- (3) Copies of vouchers should be submitted as directed by the Contracting Officer.
- (c) If the Contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the Contractor shall prepare and submit vouchers as follows:
 - (1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment through the Contractor's cognizant DCAA office to the NASA paying office identified in Paragraph (b)(1).
 - (2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:
 - (i) Copy 1 NASA Contracting Officer
 - (ii) Copy 2 Auditor
 - (iii) Copy 3 Contractor
 - (iv) Copy 4 Contract Administration Office
 - (v) Copy 5 Project Management Office
 - (3) The Contracting Officer may designate other recipients as required.
- (d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to the address specified in paragraph (b)(1). This is the designated billing office for fee vouchers for purposes of the "Prompt Payment" clause of this contract.
- (e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

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

- (a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer's Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation

items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section J-1 of this contract.

- (b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that:
 - (1) Constitutes an assignment of additional work outside the statement of work;
 - (2) Constitutes a change as defined in the changes clause;
 - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract;
or
 - (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is:
 - (1) Rescinded in its entirety; or
 - (2) Within the requirements of the contract and does not constitute a change under the Changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the Changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

G.4 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71)
(NOV 2004)

- (a) (1) 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:
 - (2) The Contractor shall retain responsibility for notifying cognizant property custodians of all changes in status associated with installation-provided property. All equipment users shall (1) report any missing or untagged (meeting the criteria for control) property to the cognizant property custodian; (2) notify the cognizant property custodian, supervisor, and the Installation Security Officer immediately if theft, damage, or loss of Government property is suspected; (3) ensure that installation-provided property is used only in pursuit of approved NASA programs and projects, or as otherwise authorized; (4) identify property not being actively used in pursuit of approved programs and projects; and (5) ensure that property is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. Under no circumstances will the Contractor dispose of installation property.
 - (3) The Contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.
- (b) (1) The official accountable recordkeeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:
 - (i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;
 - (ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;
 - (iii) The Contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working

days after receipt of the property by the Contractor. The Contractor is accountable for all Contractor-acquired property until the property is transferred to the Government's accountability.

- (iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The Contractor shall assume accountability and financial reporting responsibility for such property. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.
- (c) 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 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES
(1852.245-77) (JUL 1997)**

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

- (a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for Contractor employees for unofficial calls, both local and long distance.
- (b) General- and special-purpose equipment, including office furniture.
 - (1) Equipment, not listed in this clause, to be made available to the Contractor is listed in Attachment J-7. The Government retains accountability for this property under the clause at 1852.245-71, "Installation-Accountable Government Property," regardless of its authorized location.
 - (2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, "Installation-Accountable Government Property."

- (3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
- (c) Supplies from stores stock.
- (d) Publications and blank forms stocked by the installation.
- (e) Safety and fire protection for Contractor personnel and facilities.
- (f) Installation facility services
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty and normal operating hours.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, "Installation-Accountable Government Property."

(End of clause)

G.6 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (MSFC 52.204-90) (NOV 1999)

- (a) It is anticipated that performance of the requirements of this contract will require employees' access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be by MSFC Form 1739, Contractor Badge/Decal Application. Requests for badging shall be submitted to the appointed Contracting Officer's Technical Representative for completion and approval prior to processing by the MSFC Protective Services Department.
- (b) The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," prior to finalization of employment termination.
- (c) Requests for copies of MSFC Forms 383-1, and 1739 shall be directed to the MSFC Protective Services Department, Marshall Space Flight Center, Alabama 35812.

(End of clause)

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

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

	<u>Title</u>	<u>Office Code</u>
New Technology Representative	Chief, Technology Utilization	ED03 MSFC, AL 35812
Patent Representative	Chief, Intellectual Property Counsel	LS01 MSFC, AL 35812

- (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)

[END OF SECTION]

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Clause <u>Number</u>	<u>Title</u>	<u>Date</u>
None included by reference.		

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

Clause <u>Number</u>	<u>Title</u>	<u>Date</u>
1852.208-81	Restrictions On Printing And Duplicating	Nov 2004
1852.223-76	Federal Automotive Statistical Tool Reporting	Jul 2003
1852.242-72	Observance Of Legal Holidays (Alternate II)	Oct 2000

(End of Clause)

H.2 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DEC 1988)

- (a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest. (See Clause H.3)
- (b) The nature of this conflict is:
 - (1) An unfair competitive advantage
 - (2) Existence of conflicting roles that might bias the Contractor's judgment (See Clause H.3)
 - (3) Organizational Conflicts of Interest (See Clause H.3)
 - (4) Potential for access to other Contractor's Confidential Business Information (CBI) even though support-involving access to CBI is currently not included in this acquisition.
- (c) The restrictions upon future contracting are as follows:
 - (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in

effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

- (2) 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 those other companies.

(End of Clause)

H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

- (a) Pursuant to FAR 9.504, the Contracting Officer is responsible for identifying and evaluating potential Organizational Conflicts of Interest early in the acquisition process and either avoiding, neutralizing, or mitigating such conflicts before contract award. The Offeror's and/or teammates/subcontractor's attention is invited to this subpart and shall comply with these restrictions.
- (b) The Contracting Officer has determined that during performance of this contract, the successful Offeror or Subcontractor(s) may be put in the position of performing engineering, scientific, business services and/or other related technical services on space flight hardware and other critical systems that were designed and/or built by the Contractor. (For purposes of this clause, the term "Contractor" includes any division, separate company, or subsidiary that is wholly-owned by the parent corporation, and includes any of the prime Contractors teammates and/or Subcontractor(s).) The existence of these conflicting roles might bias the Contractor's judgment.
- (c) Within two working days of receipt of a Task Order Request causing such a conflict to arise, the Contractor shall notify the Contracting Officer and provide a report detailing:
 - (1) The nature of the conflict;
 - (2) Plan for avoiding, neutralizing or mitigating the conflict; and
 - (3) The benefits and risks associated with acceptance of the plan.
- (d) The Contracting Officer shall review the report and determine which of the following is in the best interest of the Government and shall so advise the Contractor:
 - (1) the Contractor shall perform consistent with the task order;
 - (2) the Contractor shall not perform the task order;

- (3) the task order shall be cancelled or modified to remove the conflict, and/or work identified in the task order;
 - (4) the task order may be performed by other Government personnel, and/or the work may be obtained by the Government from another source not possessing a similar conflict of interest; or
 - (5) the Contractor may identify a subcontractor who can provide services consistent with the task order. The Contractor may enter into a subcontract and retain all contractual responsibilities except that the subcontractor technical reports shall be delivered directly to the Contracting Officer's Technical Representative and the Contracting Officer. This subcontract will not obviate the Contractor's responsibility for acceptable technical performance of the task order.
- (e) Any limitations on future contracting resulting from the Contractor's or its Subcontractor(s) in preparation of specifications/ statements of work or access to proprietary, business confidential, or financial data of another company are identified in Clause H.2 "Limitation of Future Contracting".
- (f) The terms of this clause and application of this FAR Subpart to the contract are not subject to negotiation.
- (g) The Contractor shall include this clause in all subcontract(s).

(End of clause)

H.4 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996)

- (a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
- (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
 - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
 - (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

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

(End of clause)

H.5 SUPPLEMENTAL TASK ORDERING PROCEDURES

- (a) This clause supplements the Task Ordering Procedure defined in H.4.
- (b) Work to be performed under this contract will be within the broad parameters of the PWS and more clearly defined in Task Orders (TOs) approved and issued at the

WBS elements Level 3 or lower. An overview and flowchart of this process is provided at Attachment J-10.

- (c) When the Government issues a Task Order Request (TOR) in accordance with paragraph (d) of Clause H.4, the Contractor shall prepare as part of the Task Order Plan the Contractor's estimate of the labor hours, labor categories, indirect cost, and other direct costs required to perform the Task Order requirements. In preparing the estimate, it is mutually agreed and understood that the Contractor or its Subcontractor(s) shall use the labor categories and the lower of the Contractor's/Subcontractor's actual rates or the Not-to-Exceed (NTE) rates set forth in Attachment J-9. It is further agreed and understood that the maximum available performance and award fees, equating to a percentage, set forth in Attachment J-9 shall be used by the Contractor to calculate the Maximum Potential Performance and Award Fee dollars for each Task Order.
- (d) Each TO will include the period covered, estimated cost and maximum potential fees. At the end of each semi-annual award and performance fee evaluation period, the current evaluation period values (estimated cost and maximum potential fees) of all task orders that were active during that evaluation period will be summed and the resulting total value summation will be used as the maximum potential performance and award fee values for that evaluation period. A reconciling unilateral modification to the contract will be issued semiannually revising Clause B.2, Estimated Cost, Performance Fee and Award Fee, to reflect the summation of the current total task order values.
- (e) A summation of estimated and actual TO costs for each WBS element Level 2 (except WBS element 1.1 which is already included in TO values) shall be tracked by the Contractor in accordance with J-1, Paragraph 1.1.4., Task Management.
- (f) The assigned CO/COTR will review and approve each TO and any revision thereto. The Government will provide a list of personnel to be included in the routing of TOs. The Government retains the right to disapprove any Task Order Plans (TOPs) at the sole discretion of the Government.
- (g) The Contractor shall not begin work until the approved TO is received; however, in extreme emergency situations, the Contractor may be authorized by the CO to begin work immediately. The Contractor shall process the applicable TO within 5 calendar days of being notified of an emergency, and shall not incur costs exceeding \$5,000 during the 5 day period, unless an advance waiver is granted by the Contracting Officer. The Government and Contractor shall finalize the TO within 10 calendar days.
- (h) Approval of TOs does not relieve the Contractor of its obligation under the "Limitation of Funds" clause of the contract.

(End of Clause)

H.6 TASK ORDER COST INCREASE NOTIFICATION REQUIREMENTS

- (a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause of this contract.
- (b) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of any individual task order, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in the task order. Notification shall not be delayed pending preparation of a proposal.
- (c) A proposal is required to support a request for an increase in the estimated cost of a task order. The proposal should be submitted as soon as possible after the above notification but no later than 30 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.
- (d) (1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:
 - Incurred costs to date
 - Projected cost to completion
 - Total cost at completion
 - Current negotiated estimated cost
 - Requested increase in estimated cost
- (2) The “projected cost to completion” shall consist of the following “other than cost or pricing data” unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:
 - (i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.
 - (ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

H.7 1852.223-70 SAFETY AND HEALTH (APR 2002)

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA’s safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

- (b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.
- (c) The Contractor shall take, or cause to be taken, any other safety, and occupational health-measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.
- (d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.
- (e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.
- (f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may

invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

- (g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:
- (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 Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.
- (h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).
- (i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.
- (j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence –

- (1) Written hazardous operating procedures for all hazardous operations; and/or
- (2) Qualification standards for personnel involved in hazardous operations.

(End of Clause)

H.8 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.
- (b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.
- (c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of Clause)

H.9 1852.225-70 EXPORT LICENSES (FEB 2000)

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at MSFC, AL or NASA Headquarters, Washington D.C., where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(ALTERNATE D) (FEB 2000)

- (e) The Contractor may request, in writing, that the Contracting Officer authorize it to export ITAR-controlled technical data (including software) pursuant to the exemption at 22 CFR 125.4(b)(3). The Contracting Officer or designated representative may authorize or direct the use of the exemption where the data does not disclose details of the design, development, production, or manufacture of any defense article.

(End of Clause)

H.10 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

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

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

Personnel:	
(b) (4)	
(b) (4)	
Facility:	Jacobs 1100 North Glebe Road Suite 500 Arlington, VA 22201

(End of Clause)

H.11 MSFC 52.223-90 ASBESTOS MATERIAL (JUN 2002)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Occupational Medicine and Environmental Health Services, for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of Clause)

H.12 MSFC 52.223-91 HAZARDOUS MATERIAL REPORTING (FEB 2001)

- (a) If during the performance of this contract, the Contractor brings any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to the Marshall Space Flight Center, a completed MSFC Form 4099 (MSFC Hazardous Material Input Sheet) shall be immediately forwarded to the address on the form. The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.
- (b) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with other clauses regarding hazardous materials, which may be contained in the contract.

(End of Clause)

H.13 ACCESS TO CONFIDENTIAL INFORMATION

- (a) As used in this clause, "confidential 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 may embody trade secrets or commercial or financial information, and may be confidential or privileged.
- (b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract. Performing these services may require access to confidential information that other companies have furnished to the Government in the course of providing supplies or services, or that the Government has generated.
- (c) In performing this contract, the Contractor agrees to—
 - (1) Utilize any confidential information coming into its possession only for the purposes of performing the services specified in this contract, and never to improve its own competitive position in another procurement.
 - (2) Safeguard confidential information coming into its possession from unauthorized use and disclosure.
 - (3) Allow access to confidential information only to those employees that need it to perform services under this contract.

- (4) Preclude access and disclosure of confidential information to persons and entities outside of the Contractor's organization.
- (5) Train employees who may require access to confidential 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 an express, binding written agreement from each employee who receives access to confidential information to protect it from unauthorized use or disclosure and to utilize it only for the purposes of performing this contract.
- (7) Establish 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 Conflict of Interest Avoidance Plan, which the Contracting Officer has approved and incorporated into this contract.
- (e) The nature of the work on this contract may subject the Contractor and its employees 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.
- (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 confidential information.

(End of Clause)

H.14 RELEASE OF CONFIDENTIAL INFORMATION

- (a) As used in this clause, "confidential information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, may embody trade secrets or commercial or financial information, and that may be confidential or privileged.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the services of various contractors. To perform these services, contractors, as well as their subcontractors and their individual employees, may need access to confidential information submitted by the Contractor under this contract.

- (c) (1) The Contractor shall mark or otherwise identify any confidential information submitted in support of this proposal or in performing this contract. The Contracting Officer will evaluate the Contractor's claim to have submitted "confidential information," as defined above, in deciding whether NASA and its service contractors must protect and safeguard the information in accordance with the clause at 1852.237-72, Access to Confidential Information. Unless the Contracting Officer decides to challenge the Contractor's "confidential information" marking, NASA and its service contractors and their employees shall apply all of the conditions and safeguards listed in the clause at 1852.237-72.
- (2) For information already in NASA's possession, the Contracting Officer shall attempt to identify the owner and afford that entity a reasonable opportunity to assert confidentiality in accordance with the principles and criteria delineated in the FAR. For purposes of asserting confidentiality, the parties may agree to use the procedures delineated in the clause at FAR 52.227-14 as a guide.
- (d) Any entity that receives access to confidential information needed to assist NASA in accomplishing management activities and administrative functions must be operating under a contract that contains the clause at 1852.237-72, Access to Confidential Information. This clause obligates the receiving entity to do the following:
- (1) Comply with all procedures and obligations specified in its contract, including the Organizational Conflict of Interest Avoidance Plan, which the Contracting Officer has approved and incorporated into its contract.
 - (2) Utilize any confidential information coming into its possession only for the purposes of performing the services specified in its contract.
 - (3) Safeguard confidential information coming into its possession from unauthorized use and disclosure.
 - (4) Allow access to confidential information only to those employees that need it to perform services under its contract.
 - (5) Preclude access and disclosure of confidential information to persons and entities outside of the contractor's organization.
 - (6) Train employees who may require access to confidential 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 an express, binding written agreement from each employee who receives access to confidential information to protect it from unauthorized use or disclosure and to utilize it only for the purposes of performing the contract.

- (8) Establish 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 receiving entity will have primary operational responsibility for an information technology system for NASA that contains confidential information, the entity's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the receiving entity to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Receiving entity 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 all. The Contracting Officer may allow the receiving entity to conduct its own screening, provided this entity 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 confidential information.

(End of clause)

H.15 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES OF FOREIGN CONTRACTORS

- (a) An employee of a domestic Marshall Space Flight Center (MSFC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the MSFC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign MSFC contractor/subcontractor may not be admitted to the MSFC site without special arrangements. For employees as described above, advance notice must be given to the MSFC Protective Services Office at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.
- (b) All visit/badge requests for persons described in (a) above must be entered in the NASA Request for Request (RFR) and Foreign National Management System (NFMMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a MSFC badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all

visit/badge request forms are processed in accordance with MSFC security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into MSFC until a completed RFR has been approved and processed through the NFNMS. Unescorted access will not be granted unless the MSFC Protective Services Office has completed a favorable National Agency Check (NAC).

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

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

(End of Clause)

H.16 SAFETY PERFORMANCE EVALUATION

1. **Contractor Responsibility.** The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program within the term of the contract. The Contractor will ensure that the requirements of the MSFC approved Contractor's Safety and Health Plan and applicable Data Requirement Documents (1061SA-001, 1061SA-002) are met. Contractor safety performance evaluation will be based on the MSFC safety program elements. The Contractor shall conduct a quarterly self-evaluation based on these criteria. The CO/COTR, in coordination with the MSFC Safety Office, will validate the Contractor's self-evaluation. Every quarter, the agreed score will be used to assess performance appropriately—positive or negative. For the purpose of assessing the quarterly score, the Contractor and the CO/COTR, in coordination with the MSFC Safety Office, will reach a mutually agreeable determination based on the metrics reflected in the attachment. In cases where the Contractor and CO/COTR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the Contracting Officer from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety policy or procedures.

2. **Evaluation Criteria.** Contractor self-evaluation and Government validation will be based on the applicable elements and sub-elements of the MSFC safety program shown below. Specific criteria are shown on Attachment J-14 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Deviations from the matrix criteria may be made, for cause, and must be approved by the COTR, CO and Government Safety Representative. It should be noted that Element 1 has a management and an employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point.

Management Commitment and Employee Involvement (ELEMENT 1)	Hazard Prevention and Control (ELEMENT 3)
Documented Safety Policy and Goals	Hazard Identification Process
Safety Committees	Facility and Equipment Maintenance
Safety Meetings	Emergency Program and Drills
Subcontractor Safety	Emergency Medical Care Program
Resources	Personal Protective Equipment
Access to Professional Safety Staff	Health Program
Accountability (Disciplinary Program)	
Annual Evaluation	

System and Worksite Hazard Analysis (ELEMENT 2)	Safety and Health Training (ELEMENT 4)
Complete and Update Baseline Surveys	Employee
Performance Analysis of New Work	Supervisor
Job Hazard Analysis/Process Review	Manager
Self-Inspection	
Employee Hazard Reporting	
Mishap/Close Call Investigation	
Injury/Illness Rates	

3. **Performance Recognition.** Contractor performance will be recognized as follows:

- Level I** – Annual rating score of ≥ 36 based on the average of the quarterly assessment scores, and a lost-Time Incident Rate (LTIR).
 $\leq 50\%$ of the LTIR for the applicable Standard Industrial Classification (SIC) rate.

Formal award with public recognition

Appropriate past performance referral provided.

Exception: *Contractors with less than 100 employees located onsite MSFC. To be rated in Level I, the Contractor shall have no lost time injuries during the past year.*

- **Level II** – Annual rating score of ≥ 28 based on the average quarterly assessment score, and a Lost-Time Incident Rate (LTIR) $<$ the applicable Standard Industrial Classification (SIC) rate and the scores remain the same, or reflect improved performance, from the previous period. If scores reflect a decrease in performance, no letter of commendation will be issued. *Formal Letter of Commendation*
Will impact contract evaluation and past performance referrals.

Exception: *Contractors with less than 100 employees located onsite MSFC. To be rated in Level II, the Contractor shall have no more than one lost time injury during the past year.*

- **Level III** – Quarterly rating score of ≤ 16 or a Lost Time Incident Rate (LTIR) \geq than the Standard Industrial Classification (SIC) rate. *Formal letter expressing concern. Corrective Action Plan Requested. Data Placed in Past Performance Database. Failure to improve could result in contract options not being exercised.*

Exception: *Contractors with less than 100 employees located onsite MSFC. A Level III rating will be given to a contractor having greater than two lost time injuries during the past year.*

- If contractor's Safety Performance evaluation does not fall within the above categories. *No recognition.*

NOTE: The most current Department of Labor SIC rate, effective at the beginning of the annual evaluation period, will be utilized for LTIR evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Close Call and Mishap Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

- 4. Contractor Accountability for Mishaps.** The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.
- 5. Evaluation Process.** The evaluation process will be based on the major elements and their sub-elements cited in Paragraph 2. The evaluation process will include these steps:
 - Contractor to conduct quarterly self-assessment and assign numerical score to each element.

- Contractor self-assessments will address compliance with their approved Safety and Health Plan.
- Contractor to have self-assessment validated by CO/ COTR and S&MA Directorate.
- On an annual basis, the Contracting Officer will apply contract incentives/recognition or consequences based on the average quarterly scores. The Contracting Officer will make a determination on a quarterly basis for items requested in paragraph 6 that are not reported. (Also, see paragraph 7 below.)

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment 1.

- 6. Safety Metric Reporting.** The Contractor shall utilize MSFC Form 4371 to submit, on a monthly basis, information on all personnel and property mishaps that meet the criteria of a NASA Recordable Mishap (NPG 8621.1). Close calls and minor cases, including first aid and non-injury cases, shall be reported when there is a potential lessons learned or when action needs to be taken to prevent more serious damage, loss, or personal injury, (including communication of the incident to promote employee awareness). The report shall also include total hours worked and the number of safety inspections and safety meetings conducted during the month.

The Contractor shall also utilize NASA Form 1627 to include details of any mishap, results of the investigation, and the corrective action plan.

- 7. Failure to Report.** If the Contractor fails to report the items in paragraph 6 above in accordance with this contract, an amount of \$1,000 will be deducted for each occurrence of failure to report the required data.

(End of Clause)

[END OF SECTION]

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

FAR Clauses: <http://www.arnet.gov/far/>

NASA FAR Supplement clauses:

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

MSFC Clauses: http://ec.msfc.nasa.gov/msfc/msfc_uni.html

PART A: Federal Acquisition Regulation (48 CFR Chapter 1)

<u>Number</u>	<u>Clause Title</u>	<u>Date</u>
52.202-1	Definitions	Jul 2004
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-7	Anti-Kickback Procedures	Jul 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2003
52.204-2	Security Requirements	Aug 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-7	Central Contract Registration	Oct 2003
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-2	Audit and Records – Negotiation	Jun 1999
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997
52.215-9	Changes or Additions to Make-or-Buy Program	Oct 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data Modifications	Oct 1997

<u>Number</u>	<u>Clause Title</u>	<u>Date</u>
52.215-13	Subcontractor Cost or Pricing Data – Modifications	Oct 1997
52.215-14	Integrity of Unit Prices	Oct 1997
52.215-15	Pension Adjustments and Asset Reversions	Oct 2004
52.215-17	Waiver of Facilities Capital Cost of Money	Oct 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement	Oct 1997
52-215.21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	Oct 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Alternate I) “Microsoft Excel (PC Compatible)”	Oct 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Alternate II-Oct 97 –Send copies to ACO & DCAA) (Alternate III-Oct 97-TBD by CO at time of submission)	Oct 1997
52.216-7	Allowable Cost and Payment	Dec 2002
52.217-8	Option to Extend Services –FILL –In “ 30 days”	Nov 1999
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	Jan 1999
52.219-8	Utilization of Small Business Concerns	May 2004
52.219-9	Small Business Subcontracting Plan	Jan 2002
52.219-9	Small Business Subcontracting Plan (Alternate II)	Oct 2001
52.219-16	Liquidated Damages-Subcontracting Plan	Jan 1999
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns [Insert “10%” in paragraph (b)(1)] () Offeror elects to waive the adjustment. (Ref. Section K.3) Not Applicable	Jun 2003
52.219-25	Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting	Oct 1999
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-2	Payment for Overtime Premiums [Insert “See Section B”]	Jul 1990
52.222-3	Convict Labor	Jun 2003
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	Sep 2000
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-41	Service Contract Act of 1965, As Amended	May 1989

<u>Number</u>	<u>Clause Title</u>	<u>Date</u>
52.223-5	Pollution Prevention and Right-to-Know Information	Aug 2003
52.223-5	Pollution Prevention and Right-to-Know Information (Alternate I)	Aug 2003
52.223-5	Pollution Prevention and Right-to-Know Information (Alternate II)	Aug 2003
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	Aug 2000
52.223-12	Refrigeration Equipment and Air Conditioners	May 1995
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-13	Restrictions on Certain Foreign Purchases	Dec 2003
52.227-14	Rights In Data-General-As modified by NASA FAR Supplement (NFS) 1852.227-14	Oct 1995
52.227-16	Additional Data Requirements	Jun 1987
52.228-7	Insurance-Liability To Third Persons	Mar 1996
52.230-2	Cost Accounting Standards	Apr 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	Apr 1998
52.230-6	Administration Of Cost Accounting Services	Nov 1999
52.232-9	Limitation On Withholding Of Payments	Apr 1984
52.232-17	Interest	Jun 1996
52.232-19	Availability of Funds for the Next Fiscal Year "September 30, 2006"	Apr 1984
52.232-22	Limitation Of Funds	Apr 1984
52.232-23	Assignment Of Claims	Jan 1986
52.232-24	Prohibition Of Assignment Of Claims	Jan 1986
52.232-25	Prompt Payment	Oct 2003
52.232-25	Prompt Payment (Alternate I)	Feb 2002
52.232-33	Payment By Electronic Funds Transfer- Central Contractor Registration	Oct 2003
52.232-34	Payment By Electronic Funds Transfer- Other Than Central Contractor Registration	May 1999
52.232-35	Designation Of Office For Government Receipt Of Electronic Funds Transfer Information	May 1999
52.233-1	Disputes	Jul 2002
52.233-1	Disputes (Alternate I)	Dec 1991
52.233-3	Protest After Award	Aug 1996
52.233-3	Protest After Award (Alternate I)	Jun 1985
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.239-1	Privacy Or Security Safeguards	Aug 1996

<u>Number</u>	<u>Clause Title</u>	<u>Date</u>
52.242-1	Notice Of Intent To Disallow Costs	Apr 1984
52.242-3	Penalties For Unallowable Costs	May 2001
52.242-4	Certification Of Final Indirect Costs	Jan 1997
52.242-13	Bankruptcy	Jul 1995
52.243-2	Changes-Cost Reimbursement	Aug 1987
52.243-2	Changes-Cost Reimbursement (Alternate II)	Apr 1984
52.244-5	Competition In Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Items	Dec 2004
52.245-1	Property Records	Apr 1984
52.245-5	Government Property (Cost-Reimbursement, Time- And-Material or Labor-Hour Contracts)	May 2004
52.245-19	Government Property Furnished "As Is"	Apr 1984
52.246-25	Limitation Of Liability-Services	Feb 1997
52.247-63	Preference for U.S.-Flag Air Carriers	Jun 2003
52.248-1	Value Engineering	Feb 2000
52.249-6	Termination (Cost-Reimbursement)	May 2004
52.251-1	Government Supply Sources Interagency	Apr 1984
52.251-2	Fleet Management System Vehicles And Related Services	Jan 1991
52.253-1	Computer Generated Forms	Jan 1991

(End of Clause)

PART B: NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>Number</u>	<u>Clause Title</u>	<u>Date</u>
1852.203-70	Display of Inspector General Hotline Posters	Jun 2001
1852.216-89	Assignment and Release Forms	Jul 1997
1852.219-74	Use of Rural Area Small Businesses	Sep 1990
1852.219-75	Small Business Subcontracting Reporting	May 1999
1852.219-77	NASA Mentor-Protégé Program	May 1999
1852.223-74	Drug and Alcohol-Free Workforce	Mar 1996
1852.227-14	Rights in Data--General **Modifies FAR Clause**	
1852.227-17	Rights in Data--Special Works	
1852.227-19	Commercial Computer Software--Restricted Rights **Modifies FAR Clause**	
1852.237-70	Emergency Evacuation Procedures	Dec 1988
1852.242-75	Earned Value Management Systems	Mar 1999
1852.242-76	Modified Cost Performance Report	Mar 1999
1852.242-78	Emergency Medical Services and Evacuation	Apr 2001
1852.243-71	Shared Shavings	Mar 1997

(End of Clause)

I.2 MSFC 52.252-90 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (FEB 2001)

The Representations, Certifications, and Other Statements of Offerors or Quoters (Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of Clause)

I.3 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of "Secret". See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J-12.

(End of Clause)

I.4 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NOV 2004)

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

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

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause

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

- (1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;
 - (2) NASA Procedures and Requirements (NPR) 2810.1, Security of Information Technology; and
 - (3) Chapter 3 of NPR 1620.1, NASA Security Procedural Requirements.
- (c) Within 45 days after contract award, the contractor shall submit for NASA approval an IT Security Plan. This plan must be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.
- (d) (1) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810.1, Section 4.5; NPR 1620.1, Chapter 3; and paragraph (d)(2) of this clause. Those Contractor personnel with non-privileged access do not require personnel screening. NASA shall provide screening using standard personnel screening National Agency Check (NAC) forms listed in paragraph (d)(3) of this clause, unless contractor screening in accordance with paragraph (d)(4) is approved. The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of the government, interim access may be granted pending completion of the NAC.
- (2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk):
- (i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

- (ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" data whose cost to replace exceeds one million dollars.
 - (iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the contractor for NASA whose function or data has substantial cost to replace, even if these systems are not interconnected with a NASA network.
- (3) Screening for individuals shall employ forms appropriate for the level of risk as follows:
 - (i) IT-1: Fingerprint Card (FC) 258 and Standard Form (SF) 85P, Questionnaire for Public Trust Positions;
 - (ii) IT-2: FC 258 and SF 85, Questionnaire for Non-Sensitive Positions; and
 - (iii) IT-3: NASA Form 531, Name Check, and FC 258.
- (4) The Contracting Officer may allow the Contractor to conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures. As used here, equivalent includes a check for criminal history, as would be conducted by NASA, and completion of a questionnaire covering the same information as would be required by NASA.
- (5) Screening of contractor personnel may be waived by the Contracting Officer for those individuals who have proof of –
 - (i) Current or recent national security clearances (within last three years);
 - (ii) Screening conducted by NASA within last three years; or
 - (iii) Screening conducted by the Contractor, within last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer under paragraph (d)(4) of this clause.
- (e) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810.1, Section 4.3

requirements. The contractor may use web-based training available from NASA to meet this requirement.

- (f) The Contractor shall afford NASA, including the Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime.
- (g) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of Clause)

I.5 1852.215-84 OMBUDSMAN (OCT 2003)

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the pre-award and post-award 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, Robin Henderson, George C. Marshall Space Flight Center, Building 4200, Marshall Space Flight Center, AL 35812, telephone: 256-544-1919, facsimile: 256-544-7920, and e-mail address: Robin.N.Henderson@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.

(ALTERNATE D) (JUN 2000)

- (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 1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

- (b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.
- (c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

- (c) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of Clause)

I.7 1852.219-79 MENTOR REQUIREMENTS AND EVALUATION (MAR 1999)

- (a) The purpose of the NASA Mentor-Protégé Program is for a NASA prime contractor to provide developmental assistance to certain subcontractors qualifying as protégés. Eligible protégés include small disadvantaged business concerns, women-owned small business concerns, Historically Black Colleges and Universities, and minority institutions meeting the qualifications specified in NASA FAR Supplement (NFS) 1819.7209.
- (b) NASA will evaluate the contractor's performance on the following factors. If this contract includes an award fee incentive, this assessment will be accomplished as part of the fee evaluation process.
 - (1) Specific actions taken by the contractor, during the evaluation period, to increase the participation of protégés as subcontractors and suppliers;
 - (2) Specific actions taken by the contractor during this evaluation period to develop the technical and corporate administrative expertise of a protégé as defined in the agreement;
 - (3) To what extent the protégé has met the developmental objectives in the agreement; and
 - (4) To what extent the firm's participation in the Mentor-Protégé Program resulted in the protégé receiving competitive contract(s) and subcontract(s) from private firms and agencies other than the mentor.
- (c) Semi-annual reports shall be submitted by the mentor to the NASA Mentor-Protégé program manager, NASA Headquarters OSDBU, to include information as outlined in paragraph (b).
- (d) The mentor will notify the OSDBU and the contracting officer, in writing, at least 30 days in advance of the mentor firm's intent to voluntarily withdraw from the program or upon receipt of a protégé's notice to withdraw from the Program;
- (e) Mentor and protégé firms will submit a "lessons learned" evaluation to the NASA OSDBU at the conclusion of the contract. At the end of each year in the Mentor-

Protégé Program, the mentor and protégé, as appropriate, will formally brief the NASA Mentor-Protégé program manager, the technical program manager, and the contracting officer during a formal program review regarding Program accomplishments as pertains to the approved agreement.

- (f) NASA may terminate mentor-protégé agreements for good cause and exclude mentor or protégé firms from participating in the NASA program. These actions shall be approved by the NASA OSDBU. NASA shall terminate an agreement by delivering to the contractor a Notice specifying the reason for termination and the effective date. Termination of an agreement does not constitute a termination of the subcontract between the mentor and the protégé. A plan for accomplishing the subcontract effort should the agreement be terminated shall be submitted with the agreement as required in NFS 1819.7213(h).

(End of Clause)

I.8 1852.228-75 MINIMUM INSURANCE COVERAGE (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)

I.9 1852.243-70 ENGINEERING CHANGE PROPOSALS (OCT 2001)

- (a) Definitions.

"ECP" means an Engineering Change Proposal (ECP) which is a proposed engineering change and the documentation by which the change is described, justified, and submitted to the procuring activity for approval or disapproval.

- (b) Either party to the contract may originate ECPs. Implementation of an approved ECP may occur by either a supplemental agreement or, if appropriate, as a written change order to the contract.
- (c) Any ECP submitted to the Contracting Officer shall include a "not-to-exceed" increase or decrease adjustment amount, if any, and the required *period of performance* adjustment, if any, acceptable to the originator of the ECP. If the change is originated within the Government, the Contracting Officer shall obtain a written agreement with the contractor regarding the "not-to-exceed" *estimated cost* and *period of performance* adjustments, if any, prior to issuing an order for implementation of the change.
- (d) After submission of a contractor initiated ECP, the contracting officer may require the contractor to submit the following information:
 - (1) Cost or pricing data in accordance with FAR 15.403-5 if the proposed change meets the criteria for its submission under FAR 15.403-4; or
 - (2) Information other than cost or pricing data adequate for contracting officer determination of price reasonableness or cost realism. The contracting officer reserves the right to request additional information if that provided by the contractor is considered inadequate for that purpose. If the contractor claims applicability of one of the exceptions to submission of cost or pricing data, it shall cite the exception and provide rationale for its applicability.
- (e) If the ECP is initiated by NASA, the contracting officer shall specify the cost information requirements, if any.

(ALTERNATE I) (JUL 1997)

As prescribed in 1843.205-70(a)(2), add the following paragraph (f), modified to suit contract type, to the basic clause:

- (f) If the estimated cost adjustment proposed for any Contractor-originated ECP is \$500,000 or less, the ECP shall be executed with no adjustment to the contract estimated cost.

(ALTERNATE II) (SEP 1990)

As prescribed in 1843.205-70(a)(3), add the following sentence at the end of paragraph (c) of the basic clause:

An ECP accepted in accordance with the Changes clause of this contract shall not be considered an authorization to the Contractor to exceed the estimated cost in the contract Schedule, unless the estimated cost is increased by the change order or other contract modification.

(End of Clause)

I.10 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the MSFC Procurement Officer and shall not be binding until so approved.

(End of Clause)

I.11 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

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

- (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I.12 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 15, 2005 through October 14, 2010, if options are exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.13 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor --
 - (1) Any order for a single item in excess of **\$100,000,000.00**;
 - (2) Any order for a combination of items in excess of **\$100,000,000.00**; or

- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.14 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **October 14, 2011**.

(End of Clause)

I.15 52.222.42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(MAY 1989)

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

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

A. Classification, Grades and Rates

Employee Class	Grade	Monetary Wage-Fringe Benefits Hr/Rate
Engineering Technician II	GS-04	\$11.88
Engineering Technician III	GS-05	\$13.29
Engineering Technician IV	GS-07	\$16.47
Engineering Technician V	GS-09	\$20.14
Engineering Technician VI	GS-11	\$24.37

(End of Clause)

I.16 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

- (a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 micro curies per gram or the activity per item equals or exceeds 0.01 micro curies. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).
- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

- (1) Be submitted in writing;
 - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
 - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 micro curies per gram or activity per item equals or exceeds 0.01 micro curies, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of Clause)

I.17 RESERVED

I.18 52.244-2 SUBCONTRACTS (ALTERNATE D) (MAR 2005)

- (a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.
- (c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d)(or (e) or this clause.

(d) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

"ALL INDIVIDUAL SUBCONTRACTS WITH AN ESTIMATED VALUE GREATER THAN \$500,000.00"

(f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) Unless the Contractor maintains an approved purchasing system, the Contractor shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

None.

(End of Clause)

[END OF SECTION]

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

SECTION J

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ATTACHMENT J-1

PERFORMANCE WORK STATEMENT (PWS)

INTRODUCTION

This Performance Work Statement (PWS) broadly defines the requirements for Engineering, Science, and Technical Services (ESTS) provided to the Marshall Space Flight Center (MSFC) by the Contractor. These services cover a wide range of engineering, science, technical and business disciplines deployed among a large number and variety of MSFC activities. The Contractor's work on these activities is controlled by means of Task Orders (TOs) and TO subelements. These TOs and TO subelements require the contractor to coordinate with the MSFC Directorates/Offices that exercise MSFC responsibility for the activities. The dynamic nature of the work required by this PWS demands significant flexibility in the allocation of engineering and science resources among a changing population of TOs. MSFC Directorates and Offices are responsible for the technical excellence of MSFC managed projects, MSFC in-house projects, and technology development and application initiatives. MSFC Civil Service engineering and science resources are also deployed in support of these projects and frequent coordination between Contractor personnel and Civil Service personnel is likely. This PWS is constructed in accordance with the Level 3 Work Breakdown Structure (WBS) provided in Attachment J-11.

1.0 SCOPE

The Contractor shall provide all the necessary management, personnel, and equipment/supplies (not otherwise provided by the Government) required to perform the engineering, science, technical and business tasks broadly defined in this PWS and more specifically described in TOs and subelements issued by the Government in accordance with Clause H.4 and H.5 of this solicitation. A graphical depiction of the Task Flow Process can be found in Attachment J-10. The list of equipment, supplies, and intellectual property that will be provided by the Government is presented in Attachment J-7 of this contract. The Contractor shall comply with NASA/MSFC regulations, policies, directives, procedures, and standards when performing all work under this PWS.

SPECIFIC WORK DESCRIPTION

1.1 CONTRACT MANAGEMENT AND CONTROL

The Contractor shall provide the planning, coordination, technical direction, and surveillance of the activities necessary to assure disciplined performance of work and timely application of resources for the accomplishment of all TOs issued under the contract. The Contractor shall be responsible for maintaining communication with each supported organization and alerting the Contracting Officer's Technical Representative (COTR) and Contracting Officer (CO) immediately of any problems that would prevent meeting established objectives. The contractor shall determine the data restriction that applies to each data deliverable and mark or transmit the data restriction in accordance with Section 2.3.3 of the Data Procurement Document, Attachment J-2.

1.1.1 Financial Reporting

The Contractor shall establish, implement, and maintain a financial reporting system in accordance with the NASA FAR Supplement (NFS) 1852.242-73 and NASA Handbook (NHB) 9501.2. The Contractor shall submit Financial Management Reports in accordance with Data Requirement Description (DRD) 1061MA-003. The Contractor shall submit Funding Analysis Reports in accordance with DRD 1061MA-004 and Financial Summary Reports in accordance with DRD 1061MA-005. The Contractor shall submit Task Order Cost Summary Report in accordance with DRD 1061MA-007.

1.1.2 Planning and Control

The Contractor shall provide the overall management effort required to integrate technical and programmatic functions necessary for achievement of the objectives of the contract. The Contractor shall prepare, implement and maintain a Management Plan in accordance with DRD 1061MA-001.

The Contractor shall provide support necessary to effectively administer the prime contract and any subcontracts issued under it. The Contractor shall ensure that all subcontracts are awarded in accordance with the applicable FAR and NFS clauses. Subcontracts shall be closely monitored to ensure effective and efficient performance.

The Contractor shall establish, implement, and maintain technical management and oversight of all work performed under this PWS. The Contractor shall assure the technical excellence, cost effectiveness, and timeliness of all required work and deliverable products.

The Contractor shall prepare, submit, implement, and maintain a report identifying and listing all equipment, tools, etc., provided by the Government for use by the contractor in the performance of the contracted effort, and for which the contractor has been given

physical custody. The Contractor shall prepare, submit, implement and maintain a Government Property Management Plan in accordance with DRD 1061LS-001.

The Contractor shall provide a listing of all contractor personnel working on-site at MSFC in accordance with DRD 1061CD-002.

The Contractor shall establish, submit, implement and maintain an industrial safety, health, and environmental program and a Safety, Health, and Environmental (SHE) Plan in accordance with DRD 1061SA-001. The Contractor's industrial safety, health, and environmental program shall incorporate the following:

- (a) Management commitment and employee involvement in the safety and health program.
- (b) System and worksite hazard analysis.
- (c) Hazard prevention and control.
- (d) Safety and health training.
- (e) Environmental compliance.

The contractor shall report all mishaps and safety statistics to the MSFC Safety & Mission Assurance (S&MA) Directorate in accordance with DRD 1061SA-002.

The contractor shall prepare, implement and maintain an Information Technology (IT) Security Plan in accordance with DRD 1061CD-001 that documents how the contractor and subcontractor personnel utilize, in a secure manner commensurate with sensitivity of the information involved, those Federal computer systems and software applications managed by others. The security plan shall be based on an assessment of risk and shall document the safeguards necessary to ensure sufficient electronic information availability, integrity, and confidentiality as required by NPR 2810.1.

The Contractor shall provide technical information concerning any invention, discovery, improvement, or innovation made by the contractor in the performance of work under this contract. Technology Reports shall be prepared in accordance with DRD 1061CD-003.

1.1.3 Facilities

Work delineated in this PWS shall be performed on-site in MSFC provided facilities, in Washington, D.C. and/or the Washington, D.C. area, and/or in other locations as directed by the Contracting Officer. Adequate Government provided property and services, as identified in Attachment J-7, will be made available to all contract management, engineering, scientific, and business personnel necessary to accomplish this contract. On an exception basis, the Contracting Officer may authorize short-term or highly specialized tasks to be performed off-site in Contractor provided facilities across the country if deemed advantageous to the Government.

1.1.4 Task Management

The Contractor shall establish, implement, and maintain an automated electronic task management system required to plan, organize, direct, and control contract activities. To this end, the Contractor shall provide the Government with access to the automated task management system, in accordance with the procedures in Clause H.4 and H.5, and the process depicted in Attachment J-10, in a manner that is consistent and compatible with Center information technology standards and be 508 compliant, pursuant to The Rehabilitation Act Amendment of 1973, as amended in 1998, Section 508, 29 U.S.C. 794(d) (<http://www.section508.gov/>). The automated task management system shall be an interactive system to be used by the government and the contractor. The automated task management system may be hosted on the contractor's server. The automated system shall allow for the electronic routing and approval of TOs and subelements. In addition, the Contractor's automated task management system shall track the status of TOs and subelements, as applicable, from planning to completion and record projected and actual resources data for each. This data shall be reported by those unique project numbers (UPN) that fund each TO. This data shall be presented in Activity Reports that status each TO and subelement on a monthly basis in accordance with DRD 1061MA-002. The Contractor shall provide Contract Status Briefings in accordance with DRD 1061MA-006. Overall reporting shall be compatible with the Contractor's organizational structure and the established WBS.

The Contractor's automated electronic task management system shall be an integrated system that allows insight and management of the day-to-day requirements at the Task Order Request (TOR), Task Order (TO) and subelement levels. The Contractor's automated electronic task management system shall have the capability of tracking actual cost back to the contractor's Financial Management Reporting (533 Reports) at all levels down to the TO subelement level.

The Contractor's automated electronic task management system shall provide a numbering system that provides traceability of tasks through their lifetime, electronic notification to the CO, COTR, TO initiator and Contractor of the task's status, approval tracking, revision tracking, traceability to WBS level 3 or lower, delineation of inactive and active tasks, period of performance for the task, negotiated estimated cost and negotiated maximum potential performance and award fee per task and by evaluation period. The system shall be capable of allowing the CO/COTR the ability to approve each TO prior to beginning the task, and approve the services provided by the TO prior to being closed in the system.

TORs defining specific assignments within the broad scope of the PWS will be prepared by TO Initiators, as services are needed. Specific information to be contained in the automated electronic task management system for the TORs shall include the following: an TOR number allowing traceability to a minimum of WBS Level 3, TO Initiator, task order description or objectives, travel requirements (if any), materials (if any),

deliverables and milestone dates, benefiting program(s), special instructions, and the Performance Fee Evaluation Plan.

The Contractor will respond to the TOR with a Task Order Plan (TOP). Once approved the TOP will become a Task Order (TO). Information to be contained in the automated electronic task management system for the TOs shall include the following: contract identity, TO number which corresponds with the TOR number previously assigned, TO initiator, Contractor TO lead, TO description or objectives, technical approach for performing the task which includes required input data, guidelines, and assumptions, skills required, special tools required, identification of subcontractor(s) (if any) performing or contributing, resource plan for workforce and cost, schedule showing milestones, and deliverables, special considerations to include recruiting issues, safety concerns, etc., that may affect performance, and risk associated with TO performance as related to cost, technical, and schedule. Monthly activity reports in accordance with DRD 1061MA-002 shall be a standard output of the electronic task management system.

A subelement is a lower level definition of work within a TO. Each subelement will have a brief description of the scope and a cost estimate associated with it. Tracking of funding, cost, and full-time equivalents (FTE's) shall be provided at the subelement level. At the subelement level, the automated electronic task management system shall provide visibility to funding provided by the customer and track the cost associated with the funding.

The automated electronic task management system shall be capable of providing a Cost Summary Report, in spreadsheet format, that contains, for each organization (Directorate/Department/Lab or Office), the following information for each evaluation period: TO number, TO title, negotiated cost, estimated cost without fee, fee bearing negotiated cost, weighting, column for TO score entry, and weighted score. Additionally, the Cost Summary Report shall roll up each WBS Level 2 element information into an overall contract performance summary containing the following information for each evaluation period: organization, task title, summation of TOs for each WBS element Level 2, negotiated cost, estimated cost with no fee, fee bearing negotiated cost, negotiated cost without fee, weighted composite based on cost, potential performance fee, potential award fee, earned performance fee, contract weighting, and contract weighted score.

1.2 ENGINEERING

The Contractor shall provide support for engineering disciplines in response to requirements of the MSFC program/project offices. This includes engineering disciplines needed to design, develop, analyze, test and sustain space transportation systems, payloads, and spacecraft. Engineering support for mission operations, research investigations, and technology development initiatives is also included. The Contractor shall provide support to all engineering functions within the Engineering Directorate as needed.

1.2.1 Instrument and Payload Systems

The Contractor shall support design (conceptual and detailed), analysis, development, assembly, integration, test, and delivery of flight, ground, prototype, and development instruments, payloads, and subsystems hardware and software for human space flight programs, science investigations, and exploration initiatives. The WBS levels for this area are as follows:

- 1.2.1.1 Mechanical Design & Analysis
- 1.2.1.2 Electrical Design & Integration
- 1.2.1.3 Data Systems & Software
- 1.2.1.4 Design & Fabrication
- 1.2.1.5 Systems Development, Integration & Test
- 1.2.1.6 Product Integration Scheduling

1.2.2 Spacecraft and Vehicle Systems

The Contractor shall provide support for the engineering design, analysis, development, integration, assembly, and test of spacecraft and vehicle systems. The Contractor shall provide support for systems engineering, analysis, and integration, avionics-oriented systems, artificial intelligence and expert systems, mechanical systems, and thermal control systems, and flight mechanics, guidance, navigation and control systems. The Contractor shall provide support as needed to Environmental Control and Life Support System (ECLSS) in the areas of hardware design, development, analysis, fabrication and tests. The WBS levels for this area are as follows:

- 1.2.2.1 Systems Analysis & Integration
- 1.2.2.2 Avionics Systems and Automated Rendezvous & Docking
- 1.2.2.3 Structural, Design, and Analysis
- 1.2.2.4 Flight Mechanics and Analysis
- 1.2.2.5 Environmental Control & Life Support

1.2.3 Propulsion Systems

The Contractor shall provide engineering support as needed for the design, development, analysis, and testing of components, subsystems, and systems for propulsion systems for both launch and in-space transport, including but not limited to, advanced propulsion systems, both nuclear and other advanced non-chemical systems, and liquid and solid propulsion systems. In addition, the Contractor shall provide general advanced propulsion support to such technology areas as solar sails, solar thermal, tethers, etc. Electrical and mechanical technician support for test operations and test equipment fabrication shall be provided to the component development area and the thrust vector control development area. The WBS levels for this area are as follows:

- 1.2.3.1 Nuclear and Advanced Propulsion
- 1.2.3.2 Propulsion Systems Design and Integration
- 1.2.3.3 Propulsion Component Design and Development
- 1.2.3.4 Propulsion Structural, Thermal, and Fluid Analysis

1.2.4 Materials and Processes

The Contractor shall provide the support necessary for research, development and testing of materials used on space vehicles, payloads, test articles, and ground support equipment. This support includes the following: evaluation and selection of materials for specific applications; development, evaluation, and implementation of processes for producing and joining materials; testing materials and analyzing material test data to determine basic material characteristics and to predict material and structural performance. The Contractor shall also provide support for the design, fabrication and purchase of test fixtures, test equipment, and tooling. The WBS levels for this area are as follows:

- 1.2.4.1 Lab Lead Engineering
- 1.2.4.2 Materials Test
- 1.2.4.3 Damage Tolerance
- 1.2.4.4 Metals Engineering
- 1.2.4.5 Non-Metals Engineering
- 1.2.4.6 Project Engineering
- 1.2.4.7 Environmental Effects

1.2.5 Mission Operations

The Contractor shall provide engineering support for mission operations functions including operations analysis, advanced concept development, operations flight product development, mission preparation and operations, training and crew operations, and ground systems design, development, and test. The WBS levels for this area are as follows:

- 1.2.5.1 Operations Management
- 1.2.5.2 Operations Integration
- 1.2.5.3 Mission Operations Planning and Analysis
- 1.2.5.4 Training and Crew Operations
- 1.2.5.5 Space Systems Operations
- 1.2.5.6 Ground Systems Development

1.2.5.7 Ground Systems Integration

1.2.5.8 Ground Systems Operations

1.2.6 Test

The contractor shall provide support for testing of flight vehicle, spacecraft, and associated subsystems, ground support equipment, propulsion systems and components, payload systems and space experiments, and experimental evaluation of technology and research investigations as well as any other commercial or governmental requested test that may not be related to aerospace technology. Support shall provide engineering or technician support for such activities as test planning, scheduling, coordinating, test set-up modification and activation, test conduct, defining requirements for data acquisition, recording and evaluation, and test reporting. The Contractor shall also provide support for design of equipment, fixtures, and tooling required for testing, handling, or build-up. The WBS levels for this area are as follows:

- 1.2.6.1 Propulsion Test
- 1.2.6.2 Experimental Fluids Test
- 1.2.6.3 Electrical Test
- 1.2.6.4 Electrical Controls Test
- 1.2.6.5 Structural Strength Test
- 1.2.6.6 Structural Dynamics Test
- 1.2.6.7 Environmental Test
- 1.2.6.8 Special Test Equipment Design

1.3 SPACE SYSTEMS

The Contractor shall provide engineering support as needed to space systems projects in the areas of project engineering; systems engineering and integration; hardware design, development, analysis and tests.

1.3.1 Flight Systems

The Contractor shall provide engineering support to flight systems including but not limited to the Environmental Control and Life Support System (ECLSS) and Nodes 2/3. The WBS levels for this area are as follows:

- 1.3.1.1 ECLSS
- 1.3.1.2 Nodes 2/3
- 1.3.1.3 Hardware Development and Integration
- 1.3.1.4 Microgravity Science Research Rack-1
- 1.3.1.4 General Systems Engineering

1.3.2 Advanced Projects

The Contractor shall provide engineering support to advanced projects. The Contractor shall provide the necessary support for efforts associated with project engineering and planning, technology assessment and planning, advanced concepts definition, preliminary design, definition of mission objectives and planning, identification of concept and configuration alternatives, system modeling and simulations, optimization, and trade studies involving technical, cost, schedule, and their associated risks with safety, reliability, maintainability and supportability inputs from S&MA and Engineering, as appropriate as part of the Integrated Design of Systems effort at MSFC. Definition and allocation of preliminary system requirements including but not limited to, mechanical, electrical, instrumentation, communications, data management, and software elements are also included.

1.4 SCIENCE AND TECHNOLOGY

The Contractor shall provide engineering and technical support as needed for ground and space based research investigations, for technology development and for program, project and portfolio formulation and implementation consisting of concepts and requirements definition; reviews; analytical integration; test operations; hardware refurbishment, maintenance, certification, and systems integration; mission operations; and data analysis. Scientific disciplines to be supported include earth science, space science, exploration science and technology, and optics technology and manufacturing. Hardware maintenance, certification, and analytical and physical integration functions include, but are not limited to, systems engineering, avionics, software, communications, control systems, fluid mechanics, instrumentation, mechanical, structural, thermal, data systems, optical, materials, and materials processes.

1.4.1 Science Systems

The Contractor shall provide support for research investigations; and the design, analysis, and test of scientific instruments and apparatus at the component, subsystem, and system levels for integration into space carriers including high-altitude balloon flights, sounding rockets, aircraft, Shuttle, free-flying satellites, and International Space Station. The WBS levels for this area are as follows:

- 1.4.1.1 Spaceflight Experiments
- 1.4.1.2 Experiment Definition and Development
- 1.4.1.3 Data Systems, Requirements Development and Management

1.4.2 Exploration Science and Technology

The Contractor shall support MSFC's implementation role for exploration science research and technology advancement. Support includes technology development,

payload manifesting, payload integration and operations, and common hardware definition. The WBS levels for this area are as follows:

- 1.4.2.1 Concepts & Requirements Definition
- 1.4.2.2 Systems Engineering
- 1.4.2.3 Systems Test
- 1.4.2.4 Space Radiation Shielding
- 1.4.2.5 In Situ Fabrication and Repair
- 1.4.2.6 In Situ Resource Utilization
- 1.4.2.7 Advanced Materials for Exploration
- 1.4.2.8 Lab-On-A-Chip Applications Development
- 1.4.2.9 Microgravity Science Glovebox
- 1.4.2.10 Fundamental Materials Science
- 1.4.2.11 Strategic Biomolecular Research for Exploration
- 1.4.2.12 Materials Science
- 1.4.2.13 Biotechnology Science

1.4.3 Space Science

The Contractor shall provide engineering and technical support to space science disciplines including solar physics, plasma physics, x-ray astronomy, gamma-ray astronomy, cosmic ray research, and other astrophysics support disciplines.

1.4.4 Earth Science

The Contractor shall provide engineering and technical support to the Earth science disciplines associated with the global water cycle. Research topics to be supported include infrared and microwave remote sensing technology, lightning studies, land processes, atmospheric chemistry, atmospheric aerosols, atmospheric modeling, lidar wind measurements, airborne experiments and field campaigns, advanced information systems requirements definition, and archeological studies.

1.4.5 Space Optics Manufacturing

The Contractor shall support research investigations for advanced optical systems and initiatives for advancing state-of-the-art optics design and manufacturing technologies for experimental and prototype ground, aircraft, and space instruments in the visible, ultraviolet, infrared, and x-ray spectrums. Support for improvement to optical components and manufacturing of mandrels and Fresnel lenses is required. The WBS levels for this area are as follows:

- 1.4.5.1 Advanced Optical Systems Development
- 1.4.5.2 Diffractive Optics, Coatings and Surface Metrology
- 1.4.5.3 Optical Design, Analysis & Fabrication
- 1.4.5.4 Optical Test

1.4.6 Propulsion Research Center

The Contractor shall support combustion research including experimental work in combustion diagnostics, ignition of bipropellant and monopropellant systems, and propellant characterization. The Contractor shall support development of advanced propulsion systems for launch and in-space applications. The task includes experiment set up and modification services, technical support, and test support. The WBS levels for this area are as follows:

- 1.4.6.1 Combustion Diagnostics
- 1.4.6.2 Propulsion Research Center Support

1.5 SPACE TRANSPORTATION SYSTEMS

The Contractor shall provide support as needed for the analysis, design, evaluation, and testing of components, subsystems, and systems for space transportation vehicles. Components, subsystems, and system design; development; integration; and verification for both launch and in-space transportation vehicles are included.

1.5.1 Programs/Projects

The Contractor shall provide engineering and technical support for the management of space transportation programs and projects, to include support for risk analysis review, technical problem identification, technical problem resolution review, and support for technology identification, development, and assessment. Support includes technology assessment and planning, advanced concepts definition, preliminary design, and systems analysis support. Systems analysis support includes the establishment of mission objectives, mission planning, development of concept and configuration alternatives, system modeling and simulations, optimization and trade studies involving technical, cost, schedule, and their associated risks with safety, reliability. Support shall include specialized expertise in the areas of In-Space Propulsion including aerocapture, solar sails, advanced chemical, solar electric, nuclear systems (thermal propulsion, electric propulsion and surface power systems) and other propulsion technologies. The WBS levels for this area are as follows:

- 1.5.1.1 Project Constellation
- 1.5.1.2 Project Prometheus
- 1.5.1.3 Human and Robotic Technologies
- 1.5.1.4 In Space

1.5.2 Advanced Concepts

The Contractor shall provide engineering support for the development of advanced concepts and studies related to space transportation systems. Support includes technology assessment and planning, advanced concepts definition, preliminary design, and systems analysis support. Systems analysis support includes the establishment of mission objectives, mission planning, development of concept and configuration alternatives, system modeling and simulations, optimization and trade studies involving technical, cost, schedule, and their associated risks with safety, reliability, maintainability and supportability inputs from S&MA and Engineering, as appropriate, as part of the Integrated Design of Systems effort at MSFC. The Contractor shall provide engineering support definition and allocation of preliminary system requirements for systems analysis and integration, safety and operations, structures, thermal, configuration layout, flight mechanics, propulsion, avionics, and mission analysis.

1.5.3 Propulsion Research

The Contractor shall provide engineering and technical support for the development of advanced propulsion system concepts, and for the analysis, design, evaluation, and testing associated with advanced propulsion research. Research areas include advanced chemical propulsion; cryogenic fluid management; advanced fuels and propellants; nuclear propulsion including fission, fusion and antimatter; electric propulsion; solar thermal propulsion; and other breakthrough propulsion technologies.

1.5.4 Vehicle and Systems Development

The Contractor shall provide engineering support for the analysis, design, evaluation, and testing for vehicle and systems development. This support shall include developing systems engineering concepts and models, investigating alternate approaches to satisfy mission objectives; performing system analysis trade studies, and establishing system definitions and specifications. The WBS levels for this area are as follows:

- 1.5.4.1 Engine Systems Engineering
- 1.5.4.2 Vehicle Subsystems Engineering
- 1.5.4.3 Systems Analysis
- 1.5.4.4 Vehicle Flight Mechanics
- 1.5.4.5 Control Systems

1.5.5 Subsystems and Component Development

The Contractor shall provide engineering support for the analysis, design, and development of mechanical subsystems and components for space transportation systems such as combustion devices, turbomachinery, valves, regulators, propellant tanks and

feedlines, and pressurization tanks and flowlines. The WBS levels for this area are as follows:

- 1.5.5.1 Functional Design
- 1.5.5.2 Mechanical Design
- 1.5.5.3 Fluid Physics and Dynamics
- 1.5.5.4 Applied Fluid Dynamic Analysis

1.5.6 Technology Evaluation

The Contractor shall provide support for the experimental evaluation of technology for mechanical subsystems and components of space transportation systems. The Contractor shall also provide support for test planning, scheduling, coordinating, facility modification and activation, data acquisition, data evaluation, and reporting of test results. The WBS levels for this area are as follows:

- 1.5.6.1 Mechanical
- 1.5.6.2 Measurement
- 1.5.6.3 Control
- 1.5.6.4 Experimental Fluid Dynamics

1.6 SPACE SHUTTLE PROJECTS

The Contractor shall provide support as needed to Space Shuttle Projects for the analysis, design, evaluation, and testing of Space Shuttle components, subsystems, and systems. Components, subsystems, and system design, development, integration, and verification are included.

1.6.1 Space Shuttle Main Engine

The Contractor shall support the project office in ensuring that the Space Shuttle Main Engine (SSME) meets Shuttle program technical, schedule, and performance requirements. Included in this support is the transitioning of the SSMEs to the organization responsible for the operation of the Shuttle and assisting in MSFC's subsequent sustaining engineering responsibility.

1.6.2 External Tank

The Contractor shall support the project office in ensuring that the External Tank (ET) meets Shuttle program technical, schedule, and performance requirements. Included in this support is the transitioning of the external ET to the organization responsible for the operation of the Shuttle and assisting in MSFC's subsequent sustaining engineering responsibility.

1.6.3 Solid Rocket Booster

The Contractor shall support the project office in ensuring that the Solid Rocket Boosters (SRBs) meet Shuttle program technical schedule, and performance requirements. Included in this support is the transitioning of the boosters to the organization responsible for the operation of the Shuttle and assisting in the MSFC's subsequent sustaining engineering responsibility.

1.6.4 Reusable Solid Rocket Motor

The Contractor shall support the project office in ensuring that the Solid Rocket Motor (SRM) meets Shuttle program technical, schedule, and performance requirements. Included in this support is the transitioning of the boosters to the organization responsible for the operation of the Shuttle and assisting in MSFC's subsequent sustaining engineering responsibility.

1.6.5 Shuttle Integration

The Contractor shall support the project office in ensuring integration of the propulsion elements into the Shuttle and to meet the Shuttle program technical, schedule, and performance requirements.

1.7 SYSTEMS MANAGEMENT

The Contractor shall provide subject matter experts in the areas of program/project management and systems engineering as needed for the support and evaluation of MSFC programs and projects. This support shall include: development of standard program/project management and systems engineering processes and guidelines; establish requirements and functionality for development of systems management tools to support the program/project management and systems engineering functions; definition and facilitation of training/mentoring for program/project management and systems engineering processes; overall program/project management and systems engineering guidance to program/projects; and membership on evaluation teams to assess the program's/project's progress toward meeting established commitments.

1.8 BUSINESS SERVICES

The Contractor shall provide professional and technical services as needed in support of MSFC business, resources, accounting and travel operations until these activities are transferred to the NASA Shared Services Center (NSSC) and/or covered under another contractual arrangements.

1.8.1 Earned Value Management System (EVMS) and Scheduling Support Services:

The Contractor shall provide EVMS and scheduling support as required, excluding access or observation of other Contractor's confidential business information (CBI) data. The Contractor shall provide the following services:

- (a) Verification and assessment of budget and Government financial data in support of EVMS and scheduling
- (b) Evaluation of compliance with applicable policies and procedures in support of EVMS and scheduling
- (c) Support for independent business and financial analysis and reviews, and operational auditing support for EVMS and scheduling
- (d) The Contractor shall input and maintain data in business and financial databases.

1.8.2 Accounting Support Services:

It is the intent of the Government to transfer this support to the NASA Shared Service Center (NSSC) once the NSSC is operational. These services may be discontinued at the sole discretion of the Government without giving rise to an equitable adjustment to the contract value. In the event that this service is discontinued, the Contracting Officer will provide the Contractor a 30- day advance notification. The contractor shall provide the following services:

- (a) Preparation of pertinent briefing materials,
- (b) Analysis and entry of financial data into automated systems (i.e. SAP)
- (c) Preparation of business resources and financial reports,
- (d) Business support to MSFC organizations and teams, and
- (e) Documentation of financial processes and systems.

1.8.3 Mission Support Business Services:

[Note: This is currently not a requirement for this acquisition; however, in the event that this service is required by the Government in the future, the Government reserves the right to order this service at a later date.]

- (a) Verification and assessment of budget and financial data
- (b) Evaluation of compliance with applicable policies and procedures
- (c) Support for independent business and financial analysis and reviews, and operational auditing support.

- (d) The Contractor shall input and maintain data in business and financial databases.

1.9 EXPLORATIONS SYSTEMS SUPPORT

The Contractor shall provide support for the analysis, evaluation, and development of components, subsystems, and systems for the Office of Exploration Systems. The Contractor shall perform the work at the Marshall Space Flight Center, AL, NASA Headquarters, Washington, D.C. Contractor personnel providing Headquarters' support shall be located in contractor provided facilities in the Washington, D.C. area. The Contractor shall provide support at NASA Headquarters and MSFC. The Contractor shall provide project management support services including resource planning and management, database management, master and detailed scheduling, critical path analysis, WBS development and maintenance, cost estimating and planning, integration of risk analysis (Technical, Cost and Schedule) with inputs from S&MA and Engineering, reporting, preparation and maintenance of documentation and data archival. The Contractor shall provide the services necessary for the definition, coordination, technical evaluation and development of advanced technologies and systems including propulsion, architecture, launch systems, and operations.

[End of Section J-1]

ATTACHMENT J-2

DATA PROCUREMENT DOC. NO. 1061	ISSUE Basic
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NNM05AB50C
CONTRACT/RFP

EXHIBIT NUMBER

J-2

ATTACHMENT NUMBER

ENGINEERING, SCIENCE, AND TECHNICAL SERVICES
PROJECT/SYSTEM

DATA PROCUREMENT DOCUMENT

Jacobs Sverdrup

CONTRACTOR

August 18, 2005

DATE

National Aeronautics and
Space Administration

MSFC - Form 3461 (Rev September 1989)

National Aeronautics and Space Administration			DATA PROCUREMENT DOC.		
PAGE REVISION LOG			NO. ISSUE		
			1061 Basic		
NOTE: The current revision is denoted by a vertical line in the outer margin adjacent to the affected text.		AS OF: 08-18-05		SUPERSEDING: PAGE:	
INSERT LATEST REVISED PAGES.			DISCARD SUPERSEDED PAGES.		
ITEM	PAGE	STATUS	ITEM	PAGE	STATUS

MSFC - Form 3461-2 (Rev August 1970)

Introduction/Statement of General Requirements

1.0 INTRODUCTION

1.1 Scope: Subject to the Rights in Data clause, this Data Procurement Document (DPD) sets forth the data requirements in each Data Requirements Description (DRD) and shall govern that data required by the DPD for the contract. The contractor shall furnish data defined by the DRD's listed on the Data Requirements List (DRL) by category of data, attached hereto, and made a part of this DPD. Such data shall be prepared, maintained, and delivered to NASA in accordance with the requirements set forth within this DPD. In cases where data requirements are covered by a Federal Acquisition Regulation (FAR) or NASA FAR Supplement (NFS) clause, that clause shall take precedence over the DPD, consistent with clause FAR 52.215-8.

1.2 DPD Description: This DPD consists of a Document Change Log, a Page Revision Log, a Table of Contents, an Introduction, a Statement of General Requirements, DPD maintenance procedures, a DRL, and the DRD's.

1.2.1 General Requirements: The general requirements, as specified in paragraph 2.0 of this DPD, prescribe those requirements applicable to the preparation, maintenance, and delivery of data that are better defined in aggregate than in the individual DRD's.

1.2.2 Data Requirements List (DRL): Throughout the performance of the contract, the DRL provides a listing by data category of the data requirements of the DPD.

1.2.3 Data Requirements Descriptions (DRD's)

1.2.3.1 Each data requirement listed on the DRL is given complete definition by a DRD. The DRD prescribes content, format, maintenance instructions, and submittal requirements.

1.2.3.2 For the purpose of classification and control, DRD's of this DPD are grouped into the following broad functional data categories:

<u>CATEGORY SYMBOL</u>	<u>DESCRIPTION</u>
CD	Contractual Data
LS	Logistics/Support
MA	Management
SA	Safety

1.2.3.3 The symbols representing these data categories form part of the prefix of the DRD identification number. The first numerical characters reflect the DPD number.

1.2.3.4 To facilitate the usage and maintenance of the DPD, the DRD's have been sectionalized in accordance with the above data categories.

1.2.3.5 The DRD's are filed by data category and are in alpha-numeric sequence as listed on the DRL page (or pages) that precedes the DRD's.

1.2.4 Document Change Log (DCL) and Page Revision Log (PRL): The Document Change Log chronologically records all revision actions that pertain to the DPD. The Page Revision Log describes the current revision status of each page of the DPD and thus, at all times, provides its exact configuration.

1.2.5 DPD Maintenance Procedures: Maintenance procedures define the detailed methods to be employed in maintaining the DPD. Detailed maintenance procedures are specified in paragraph 3.0 of this DPD.

- 1.3 Data Types for Contractual Efforts: The types of data and their contractually applicable requirements for approval and delivery are:

TYPEDESCRIPTION

- 1* All issues and interim changes to those issues require written approval from the requiring organization before formal release for use or implementation.
 - 2* NASA reserves a time-limited right to disapprove in writing any issues and interim changes to those issues. The contractor shall submit the required data to NASA for review not less than 45 calendar days** prior to its release for use. The contractor shall clearly identify the release target date in the "submitted for review" transmittal***. If the data is unacceptable, NASA will notify the contractor within 45 calendar days** from the date of submission, regardless of the intended release date***. The contractor shall resubmit the information for reevaluation if disapproved. The submittal is considered approved if the contractor does not receive disapproval or an extension request from NASA within 45 calendar days**.
 - 3 These data shall be delivered by the contractor as required by the contract and do not require NASA approval. However, to be a satisfactory delivery, the data shall satisfy all applicable contractual requirements and be submitted on time.
 - 4 These data are produced or used during performance of the contract and are retained by the contractor. They shall be delivered only when NASA requests in writing and shall be delivered in accordance with the instructions in the request. The contractor shall maintain a list of these data and shall furnish copies of the list to NASA when requested to do so.
 - 5 These data are incidental to contract performance and are retained by the contractor in those cases where contracting parties have agreed that formal delivery is not required. However, the Contracting Officer or the Contracting Officer's Representative shall have access to and can inspect this data at its location in the contractor's or subcontractor's facilities, or in an electronic database accessible to the Government.
- * Note: Type 1 and Type 2 data may be placed under NASA configuration management control when designated by NASA. CM control requires the contractor to submit Type 1 and Type 2 data updates through Engineering Change Proposals (ECPs).
- ** Note: This time limit may be tailored for individual DPD's to meet the requirements of the procuring activity.
- *** Note: If the contractor does not identify a release target date or if the intended release date is shorter than 45 calendar days from the date of submission, the 45 calendar days review cycle stands (or the tailored Type 2 time limitation for the specific procurement).

2.0 STATEMENT OF GENERAL REQUIREMENTS

- 2.1 Applicable/Reference Documents: Documents included as applicable documents in this DPD are the issue specified in the Statement of Work, and form a part of the DPD to the extent specified herein. Applicable documents listed in Item 15.2 of a DRD are applicable only to the preparation of the deliverable documentation described by that DRD.

References to documents other than applicable documents in the data requirements of this DPD may sometimes be utilized, and shall be indicated in 13. Remarks of the DRD. These do not constitute a contractual obligation on the contractor. They are to be used only as a possible example or to provide related information to assist the contractor in developing a response to that particular data requirement.

2.2 Subcontractor Data Requirements

- 2.2.1 The contractor shall specify to subcontractors and vendors, if any, the availability source of all data required for the satisfactory accomplishment of their contracts. The contractor shall validate these requirements for documents when appropriate; where the requirement concerns other contractor data, the contractor shall provide his subcontractor or vendor with the necessary documents. All such requests shall be accomplished under the auspices of the contractor.
- 2.2.2 Reference to subcontractor data in the contractor's responses is permissible, providing the references are adequate and include such identification elements as title, number, revision, etc., and a copy of the referenced data is supplied with the response document at time of delivery to NASA.
- 2.3 Data Distribution, Format, Data Restriction Marking, and Transmittal
- 2.3.1 Distribution: Distribution of required documentation shall be in quantities determined by the Contracting Officer. Recipient names and email (if applicable) addresses shall be noted on a separate distribution list to be furnished by the Contracting Officer. The Contracting Officer's letter may include other information pertinent to delivery of data, as required.
- 2.3.2 Format
- 2.3.2.1 Electronic Format: Electronic submission of data deliverables is required. Electronic deliverables shall be printable. Data deliverables shall be delivered to NASA in the format specified below unless a specific format is required by a DRD. Data submittals shall consist of a single Adobe Acrobat PDF file and the native format electronic file(s). The preferred native formats include Microsoft Word, Excel, PowerPoint or CAD drawing plot file, as appropriate. Where a single native format file is not possible, multiple files may be integrated into a single ZIP file for submission. The organization of the contents of the integrated ZIP file shall be made readily apparent to the reader, and each file within the integrated product shall be clearly identifiable and traceable within the organization of the integrated product. If files are fragmented, file names shall be labeled logically and contiguously, and the files shall be easily reassembled or merged (e.g. 1 filename, 2 filename, 2a filename, etc.). The software versions shall be confirmed prior to submittals.
- 2.3.2.2 Hardcopy Format: In addition to the electronic submittal, one hardcopy package of specific data deliverables shall be delivered to the NASA Contracting Officer for the Government contract file. This requirement is indicated in Item 15.4, Format of each DRD. The hardcopy package shall consist of the contractor's Transmittal Memo and one copy of the data deliverable.
- 2.3.3 Data Restriction Marking
- 2.3.3.1 Data Restriction Determination and Marking Requirements: The contractor shall determine the data restriction that applies to each data deliverable and mark the data restriction on the data coversheet, or indicate the data restriction in the data transmittal package if the data format precludes identification of data restriction directly in the data. The contractor shall make a determination for each individual data deliverable item, and shall not apply a default or blanket data restriction marking to all data deliverables (e.g., "data may be export restricted"). If NASA does not agree with the contractor applied data restriction, the NASA Contracting Officer shall return the data to the contractor, cancel the markings, or ignore the markings consistent with the procedures set forth in the "data rights" clause(s) contained in the contract.
- 2.3.3.2 Data Restriction Categories and Marking Statements: The contractor shall consider the following data restriction categories, as a minimum, and utilize specified marking statements.

If data delivered under this contract is subject to the International Traffic in Arms Regulations (ITAR), the data shall contain an "ITAR Notice" as follows:

International Traffic in Arms Regulations (ITAR) Notice

This document contains information which falls under the purview of the U.S. Munitions List (USML), as defined in the *International Traffic in Arms Regulations (ITAR)*, 22 CFR 120-130, and is export controlled. It shall not be transferred to foreign nationals in the U.S. or abroad, without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exemption is obtained/available from the United States Department of State. Violations of these regulations are punishable by fine, imprisonment, or both.

If data delivered under this contract is subject to the Export Administration Regulations (EAR), the data shall contain the "EAR Notice" as follows:

Export Administration Regulations (EAR) Notice

This document contains information within the purview of the Export Administration Regulations (EAR), 15 CFR 730-774, and is export controlled. It may not be transferred to foreign nationals in the U.S. or abroad without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exception is obtained/available from the Bureau of Export Administration (BXA), United States Department of Commerce. Violations of these regulations are punishable by fine, imprisonment, or both.

If the contract contains FAR 52.227-14 *Alternate II*, the "Limited Rights Notice" may be applicable to data (other than computer software) delivered under this contract.

If the contract contains FAR 52.227-14 *Alternate III*, the "Restricted Rights Notice" may be applicable to computer software delivered under this contract.

If the contract contains FAR 52.227-20, the "SBIR Rights Notice" may be applicable to SBIR data delivered under this contract.

In accordance with the applicable data clause (e.g., FAR 52.227-14(c) or FAR 52.227-20(c)), the contractor may be able to assert a copyright claim in data delivered under this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government.

2.3.4 Transmittal

2.3.4.1 Data shall be transmitted to NASA by entry into email, CD or DVD, hardcopy, or other mechanism agreed to by the Contracting Officer, COTR, and Project representatives who are responsible to receive, index, and store the data deliverables.

2.3.4.2 If email is used to transmit data deliverables, the email size shall be 10 Megabytes or less to ensure receipt by the NASA email servers. Encrypted email format shall be used to transmit data which has been judged sensitive by the contractor (e.g., export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.).

2.3.4.3 Data Transmittal Package: Each data transmittal package shall include:

- a. Transmittal memorandum that specifies the meta-data below for each data transmittal:
 1. Contract number.
 2. Data Requirements Description (DRD) number.
 3. DRD data type (specified in Item 3 on the DRD).
 4. Submission date or milestone being satisfied.
 5. Document number and revision.
 6. Document title.
 7. File names of all files being delivered; file naming convention shall clearly identify the document being delivered.
 8. Distribution (as defined by the Contracting Officer's letter).
 9. Requested response date.
 10. Contractor assigned data restriction (export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.) if not marked on data.
 11. NASA Records Retention Schedule (NRRS) number, if applicable. (See NPR 1441.1, NASA Records Retention Schedules)
- b. Printable electronic files or hardcopy data.

2.3.5 Use of the MSFC Documentation Repository: Marshall Policy Directive (MPD) 2210.1 specifies the requirements for utilizing the Documentation Repository. Electronic data deliverables should be transmitted directly to the Repository via a secure web page, available at <https://webpub.nis.nasa.gov/submittal/index.html>. Computer-Aided Design (CAD) drawings shall be submitted in the original native vector, Hewlett-Packard Graphic Language (HPGL) and raster image formats.

2.4 Printing: All printing, duplicating, or binding shall be in accordance with NFS 1852.208-81, Restrictions on Printing and Duplicating. Printing of formal reports and Type 1 and 2 data in book format shall be in accordance with the following general specifications:

- a. Method of reproduction – offset/xerography.
- b. Finished size – 8 1/2" X 11".
- c. Paper – 20-pound opaque bond.
- d. Cover – Litho cover stock.
- e. Pages shall be printed on both sides; blank pages shall be avoided when possible.
- f. Oversize pages shall be avoided when possible, but if necessary shall be folded to 8 1/2" X 11".
- g. Binding shall be the most economical method commensurate with the size of the report and its intended use.

2.5 Contractor's Internal Documents: The contractor's internal documents shall be used to meet the data requirements of this DPD unless a specific format is required by the applicable DRD.

- 2.6 Document Identification: Type 1 and 2 documents published by the contractor and submitted in response to the data requirements of this DPD shall be identified within an organized identification numbering system prescribed to NASA by the contractor and, if applicable, as approved by NASA. For all data types, the document number, change legend, date, and title constitute the minimum identification of the specific document and shall appear on the cover and title page. The contract number shall also appear on the cover and title page as separate markings. The originator and organization shall be included on the title page. The document number, change legend, and date shall appear on each page of the document. In the front matter of each document, identify the DPD number and applicable DRD number(s) required for document preparation. Successive issues or revisions of documents shall be identified in the same manner as the basic issue and shall have appropriate change identification. Drawings and ECP's are excluded from the marking provisions of this paragraph. All Type 1 documentation, excluding configuration management requirements, shall be marked "PRELIMINARY PENDING NASA APPROVAL," and once approved shall be reissued with "APPROVED BY NASA" and the date and approval authority annotated on the cover.
- 2.7 Reference to Other Documents and Data Deliverables in Data Submittals: All referenced documents shall be made readily available to the cognizant NASA organization upon request. The contractor should make sure that the references are available to NASA in a manner which does not incur delays in the use of the response document. Reference may be made, within one data submittal, to other data submittals delivered in response to this DPD in those cases where the data required by one DRD may have been delivered by the contractor in response to another DRD. The reference to previously-submitted data shall include the applicable DRD number, data submittal version date, and location within the referenced document.
- 2.8 Maintenance of Type 1 Document Submittals
- 2.8.1 Revisions of Type 1 documentation may be accomplished either by individual page revision or by a complete reissue of the document identified in accordance with requirements of 2.7 above, with the exception of drawings (which shall be revised in accordance with contract configuration management requirements).
- 2.8.2 Individual page revisions shall be made as deemed necessary by the contractor or as directed by the Contracting Officer.
- 2.8.3 A Type 1 document shall be completely reissued when, in the opinion of the contractor and/or NASA, the document has been revised to the extent that it is unusable in its present state, or when directed by the Contracting Officer. When complete reissues are made, the entire contents of the document shall be brought up to date and shall incorporate revised pages. All revisions shall be recorded. A revision log shall identify complete reissues except for periodic reports and documents which are complete within themselves as final.
- 2.8.4 Changes of a minor nature to correct obvious typing errors, misspelled words, etc., shall only be made when a technical change is made, unless the accuracy of the document is affected.
- 2.8.5 All revised pages shall be identified by a revision symbol and a new date. Each document shall contain a log of revised pages that identify the revision status of each page with the revision symbol. This list shall follow the table of contents in each document. The line or lines revised on a given page shall be designated by the use of vertical line in the margin of the page, and the change authority shall be indicated adjacent to the change.

- 2.8.6 Contractor Type 1 documents shall not be submitted containing pen and ink markups which correct, add to, or change the text, unless schedule problems exist and approval is obtained in writing from the Contracting Officer. Such markups, however, shall not exceed 20 percent of the page content and shall be acceptable provided that the reproduced copies are legible. In addition, hand-drawn schematics, block diagrams, data curves, and similar charts may be used in original reports in lieu of formally prepared art work, as long as legibility of copies is not impaired. Acceptability shall be determined by the Contracting Officer.

3.0 DPD MAINTENANCE PROCEDURES

- 3.1 NASA-Initiated Change: New and/or revised data requirements shall be incorporated by contract modification to which the new or revised portion of the DPD shall be appended. The contractor shall notify the Contracting Officer in the event a deliverable data requirement is imposed and is not covered by a DRD, or when a DRD is changed by a contract modification and for which no revision to DPD is appended. In such cases, the contractor shall submit the requested changes to NASA for approval. See paragraph 3.3.1 for change procedures.

- 3.2 Contractor-Initiated Change: Contractor-proposed data requirements, or proposed changes to existing requirements shall be submitted to NASA for approval.

3.3 DPD Change Procedures

- 3.3.1 Changes to a contractual issue of this DPD shall be identified by NASA on the Document Change Log and Page Revision Log. The actual revised material on the DPD page shall be identified by placing a heavy vertical line in the right-hand margin extending the entire length of the change. In addition, the numerical control number of the contractual direction authorizing the change shall be placed adjacent to the vertical revision line. These revision identifiers shall be used to reflect the current revision only; any previous symbols on a page shall be deleted by the current revision.
- 3.3.2 The date of the contractual direction paper, e.g., Change Order, Supplemental Agreement, or Contracting Officer's letter shall be entered under the "Status " column of the Page Revision Log adjacent to the affected page or DRD number, and in the "as of" block. The date that was in the "as of" block shall be entered in the "Superseding" block.
- 3.3.3 The Document Change Log entitled "Incorporated Revisions" shall be changed to indicate the number, portions affected, and associated Supplemental Agreement number, if applicable.
- 3.3.4 The Document Change Log entitled "Outstanding Revisions" is changed periodically to indicate outstanding Change Orders and Contracting Officer notification letters.

3.4 DPD Reissues

- 3.4.1 When conditions warrant, the DPD shall be reissued by NASA and shall supersede the existing DPD in its entirety. Reissues shall be issued by contractual direction.
- 3.4.2 All revision symbols (vertical lines and contractual direction control numbers) shall be removed from all pages; revision dates shall remain in the Date Revised block on DRD's that have been revised. The issue symbol, which shall commence with "A" and progress through "Z," shall be entered in the DPD identification block of each DRD page of the DPD.

*Engineering, Science, and Technical Services**Data Requirements List*

<u>DRD</u>	<u>DATA TYPE</u>	<u>TITLE</u>	<u>OPR</u>
CD – Contractual Data			
1061CD-001	2	Information Technology Security Plan	IS02
1061CD-002	3	On-site Employee Location Listing	ED02
1061CD-003	3	Technology Reports	ED02
LS – Logistics Management			
1061LS-001	2	Government Property Management Plan	AD41
MA – Management			
1061MA-001	1	Management Plan	ED02/NP40
1061MA-002	3	Activity Reports	ED02/NP40
1061MA-003	3	Financial Management Report (533M)	RS40/ED02
1061MA-004	3	Funding Analysis Report	ED02
1061MA-005	3	Financial Summary Report	ED02
1061MA-006	3	Weekly Contract Status Briefing	ED02
1061MA-007	3	Task Order (TO) Cost Summary Report	ED02
SA – Safety			
1061SA-001	2	Safety, Health, and Environmental (SHE) Plan	AD60/QD50/ AD10
1061SA-002	3	Mishap and Safety Statistics Reports	QD50

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | | |
|-------------------------|--------------|--------------------------------------|
| 1. DPD NO.: 1061 | ISSUE: Basic | 2. DRD NO.: 1061CD-001 |
| 3. DATA TYPE: 2 | | 4. DATE REVISED: |
| | | 5. PAGE: 1/1 |
6. **TITLE:** Information Technology Security Plan
7. **DESCRIPTION/USE:** To document information technology security risk management and safeguards for protection of unclassified NASA electronic information and data processed by Federal general support computer systems and major software applications.
8. **OPR:** IS02 9. **DM:** ED02
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** 45 days after contract award
12. **SUBMISSION FREQUENCY:** Revise as required
13. **REMARKS:** The information technology security plan shall be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in NFS 1852.204-76. Reference is made to NPR 2810.1, *Security of Information Technology* and NFS 1804.470-3, *Security plan for unclassified Federal Information Technology systems*.
14. **INTERRELATIONSHIP:** PWS paragraph 1.1.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** Information Technology Security Plan shall document the safeguards necessary to ensure sufficient availability, integrity, and confidentiality of that information accessed or managed within the systems and/or applications, based on the contractor's assessment of risks.
- 15.2 **APPLICABLE DOCUMENTS:**
 NFS 1852.204-76 *Security Requirements for Unclassified Information Technology Resources*
- 15.3 **CONTENTS:** The Information Technology Security Plan shall meet the requirements of NFS 1852.204-76. The plan shall describe the contractor's processes for implementing information security including personnel background screening, personnel awareness and training, information protection, and security incident response.
- 15.4 **FORMAT:** Contractor format for the Information Technology Security Plan is acceptable as long as the guidance described in NFS 1852.204-76 is followed.
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | | |
|-------------------------|--------------|-------------------------------|
| 1. DPD NO.: 1061 | ISSUE: Basic | 2. DRD NO.: 1061CD-002 |
| 3. DATA TYPE: 3 | | 4. DATE REVISED: |
| | | 5. PAGE: 1/1 |
6. **TITLE:** On-Site Employee Location Listing
7. **DESCRIPTION/USE:** To assist NASA in conducting contractor floor checks.
8. **OPR:** ED02 9. **DM:** ED02
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Fifteenth of month following first month of operation after Authority to Proceed (ATP)
12. **SUBMISSION FREQUENCY:** Update quarterly. If deemed necessary by the Contracting Officer, the contractor shall submit the list at times other than stated.
13. **REMARKS:** Reference is made to Federal Acquisition Regulation (FAR) Clause, FAR 52.215-2, *Audit and Records--Negotiations* (June 1999).
14. **INTERRELATIONSHIP:** PWS paragraph 1.1.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The On-Site Employee Location Listing shall provide NASA with a list of all on-site contractor employees working under this contract and their designated locations.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The list shall include the following information for each employee: employee's name, position, task orders/ task order subelements supported, location (building/room number), shift assignment, supervisor's name, and supervisor's location (building/room number).
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** The listing shall be maintained as required to keep the information current during the contract.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1061 **ISSUE:** Basic 2. **DRD NO.:** 1061CD-003
3. **DATA TYPE:** 3 4. **DATE REVISED:**
5. **PAGE:** 1/3
6. **TITLE:** Technology Reports
7. **DESCRIPTION/USE:** Provides NASA with technical information concerning any invention, discovery, improvement, or innovation made by a contractor in the performance of work under this contract for the purpose of disseminating this information to obtain increased use. The report shall also provide NASA with data to review for possible patentable items.
8. **OPR:** ED02 9. **DM:** ED02
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:**
Technology Reporting Plan: Upon Contracting Officer's request.
Disclosure of Invention and New Technology (NASA Form 1679): Within 2 months of identification of reportable item.
Interim NASA-MSFC Technology Report (NASA Form c3041 or c3042): 12 months from the date of the contract.
12. **SUBMISSION FREQUENCY:**
Technology Reporting Plan: Upon Contracting Officer's request.
Disclosure of Invention and New Technology (NASA Form 1679): For each reportable item.
Interim NASA-MSFC Technology Report (NASA Form c3041 or c3042): Every 12 months.
Final NASA-MSFC Technology Report (NASA Form c3041 or c3042): Three months after completion of contracted work.
13. **REMARKS:** Copies of NASA Forms 1679, c3041 and c3042 may be obtained at: <http://technology.grc.nasa.gov/forms/msfc/msfc.htm>. These forms may also be obtained from the New Technology Representative (<mailto:Carolyn.E.McMillan@nasa.gov>). NASA Form 1679 may be filled out electronically at: <http://invention.nasa.gov/>.
14. **INTERRELATIONSHIP:** PWS paragraph 1.1.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Technology Reports include technical detail as is necessary to identify and fully describe a "Reportable Item". Per NFS 1852.227-70, "Reportable Item" means any invention, discovery, improvement, or innovation of the contractor, whether or not the same is or may be patentable or otherwise protect able under Title 35 of the United States Code, conceived or first actually reduced to practice in the performance of any work under this contract or in the performance of any work that is reimbursable under any clause in this contract providing for reimbursement of costs incurred prior to the effective date of this contract.
- 15.2 **APPLICABLE DOCUMENTS**
 NFS 1852.227-70 New Technology Clause

DRD Continuation Sheet

TITLE: Technology Reports

DRD NO.: 1061CD-003

DATA TYPE: 3

PAGE: 2/3

15. DATA PREPARATION INFORMATION (CONTINUED):

15.3 CONTENTS: The Technology Reports consist of:

- a. Disclosure of Invention and New Technology (Including Software): In accordance with NFS 1852.227-70 (e)(2), the disclosure to the agency shall be in the form of a written report and shall identify the contract under which the reportable item was made and the inventor(s) or innovator(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the reportable item. The disclosure shall also identify any publication, on sale, or public use of any subject invention and whether a manuscript describing such invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor shall promptly notify the agency of the acceptance of any manuscript describing a subject invention for publication or of any on sale or public use planned by the Contractor for such invention. This reporting requirement may be met by completing NASA Form 1679 (July 2000) in hardcopy or online at: <http://invention.nasa.gov/>. Use of this form or the online system is preferred; however, if the form is not used the following information should be provided in order to meet the reporting requirement:
 1. Descriptive title.
 2. Innovator(s) name(s), title(s), phone number(s), and home address(es).
 3. Employer when innovation made (name and division).
 4. Address (place of performance).
 5. Employer status (e.g., Government, college or university, non-profit organization, small business firm, large entity).
 6. Origin (e.g., NASA grant number, NASA prime contract number, subcontractor, joint effort, multiple contractor contribution, other).
 7. NASA Contracting Officer's Technical Representative (COTR).
 8. Contractor/grantee New Technology Representative.
 9. Brief abstract providing a general description of the innovation:
 - (a) Description of the problem or objective that motivated the innovation's development.
 - (b) Technically complete and easily understandable description of innovation developed to solve or meet the objective.
 - (c) Unique or novel features of the innovation and the results or benefits of its application.
 - (d) Speculation regarding potential commercial applications and points of contact (including names of companies producing or using similar products).
 10. Additional documentation.
 11. Degree of technological significance (e.g., modification of existing technology, substantial advancement in the art, major breakthrough).
 12. State of development (e.g., concept only, design, prototype, modification, production model, used in current work).
 13. Patent status.
 14. Dates or approximate time period during which this innovation was developed.
 15. Previous or contemplated publication or public disclosure including dates.
 16. Answers to the following questions (for software only):
 - (a) Using outsiders to beta-test code? If yes, done under beta-test agreement?
 - (b) Modifications to this software continue by civil servant and/or contractual agreement?

DRD Continuation Sheet

TITLE: Technology Reports

DRD NO.: 1061CD-003

DATA TYPE: 3

PAGE: 3/3

15. **DATA PREPARATION INFORMATION (CONTINUED):**

- (c) Previously copyrighted (if so, by whom)?
- (d) Were prior versions distributed (if yes, supply NASA or Contractor contract)?
- (e) Contains or is based on code owned by a non-federal entity (if yes, has a license for use been obtained)?
- (f) Has the latest version been distributed without restrictions as to use or disclosure for more than one year (if yes, supply date of disclosure)?
- 17. Name(s) and signature(s) of innovator(s).
- b. Interim NASA-MSFC Technology Report: This report shall consist of a listing of reportable items for the reporting period or certification that there are none. This report shall also contain a list of subcontracts containing a patent rights clause or certification that there were no such subcontracts. Completion of NASA Form c3041 or c3042 (whichever is applicable) shall satisfy this reporting requirement. Use of the form is preferred; however an alternate format is acceptable provided all required information is provided.
- c. Final NASA-MSFC Technology Report: This report shall consist of a comprehensive list of all reportable items for the contract duration or certification that there are none. This report shall also contain a list of subcontracts containing a patent rights clause or certification that there were no such subcontracts. Completion of NASA Form c3041 or c3042 (whichever is applicable) shall satisfy this reporting requirement. Use of the form is preferred; however an alternate format is acceptable provided all required information is provided.
- d. Subcontracts: The contractor shall provide copies of subcontracts containing a patent rights clause upon Contracting Officer's request.

15.4 **FORMAT:**

The Disclosure of Invention and New Technology (Including Software) report may use NASA Form 1679 (July 2000) or the online system at: <http://invention.nasa.gov/>, or provide sufficient information to meet the reporting requirement.

The interim and final NASA-MSFC Technology Reports may use NASA Form c3041 or c3042 (whichever is applicable) or provide sufficient information to meet the reporting requirement.

15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1061 **ISSUE:** Basic
2. **DRD NO.:** 1061LS-001
3. **DATA TYPE:** 2
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** Government Property Management Plan
7. **DESCRIPTION/USE:** To describe the method of controlling and managing Government property.
8. **OPR:** AD41 9. **DM:** ED02
10. **DISTRIBUTION:** Cognizant property administrator
11. **INITIAL SUBMISSION:** Preliminary three months after Authority to Proceed (ATP)
12. **SUBMISSION FREQUENCY:** Final one year after ATP, revise as required
13. **REMARKS:** This document shall be the official contract requirements document for the control and identification of all Government property.
14. **INTERRELATIONSHIP:** PWS paragraph 1.1.2
15. **DATA PREPARATION INFORMATION:**
 - 15.1 **SCOPE:** The Government Property Management Plan defines the contractor's methods of care, accounting, and control of Government property.
 - 15.2 **APPLICABLE DOCUMENTS**

FAR NPR 5100.4B	<i>Federal Acquisition Regulation, Part 45</i> <i>Federal Acquisition Regulation Supplement, (NASA/FAR Supplement) Part 18-45 and latest revisions thereto</i>
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 - 15.3 **CONTENTS:** This plan shall satisfy the requirements of the documents listed in 15.2, and the contract. This plan shall consist of those procedures, which constitute the contractor's property management system and shall include the following categories:

a. Property management.	i. Reports.
b. Acquisition.	j. Consumption.
c. Receiving.	k. Utilization.
d. Identification.	l. Maintenance.
e. Records.	m. Subcontractor control.
f. Movement.	n. Disposition.
g. Storage.	o. Contract closeout.
h. Physical inventories.	
 - 15.4 **FORMAT:** Contractor format is acceptable.
 - 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1061 **ISSUE:** Basic
2. **DRD NO.:** 1061MA-001
3. **DATA TYPE:** 1
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** Management Plan
7. **DESCRIPTION/USE:** To provide a description of the contractor's overall management system and organization for accomplishing the requirements set forth in the contract.
8. **OPR:** ED02/NP40 9. **DM:** ED02
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Draft with Proposal
12. **SUBMISSION FREQUENCY:** 30 days after Authority to Proceed (ATP) and revise as required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 1.1.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Management Plan shall describe the contractor's concept plans, practice, and approach for accomplishing the requirements set forth in the contract, i.e., managing and controlling Task Order Requests (TORs), Task Order Plans (TOPs), Task Orders (TOs) and TO subelements, and management interfaces. The plan shall be in such detail as necessary to convey the contractor's internal procedures.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:**
 - a. The plan shall include a description of the project tasks to be accomplished and an outline of methods by which the contractor proposes to accomplish each task down to the Level III WBS task level.
 - b. The plan shall also include a description of management concepts, plans, project management and task/control systems, organizational approach, approach to quality, and communication channels between the contractor and the Government. This shall include descriptions, flow charts, schedules, and other documentation necessary to give a comprehensive plan of organization and accomplishment.
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | | |
|-------------------------|--------------|-------------------------------|
| 1. DPD NO.: 1061 | ISSUE: Basic | 2. DRD NO.: 1061MA-002 |
| 3. DATA TYPE: 3 | | 4. DATE REVISED: |
| | | 5. PAGE: 1/1 |
6. **TITLE:** Activity Reports
7. **DESCRIPTION/USE:** To provide data for the assessment of contract progress by task order (TO). To provide visibility to the contractor and MSFC Management of actual and potential problems and their progress toward meeting the requirements of the contract
8. **OPR:** ED02/NP40 9. **DM:** ED02
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Thirty (30) days after authorization to proceed (ATP)
12. **SUBMISSION FREQUENCY:** Monthly thereafter. The report shall be submitted ten working days following the end of the Contractor's accounting month.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 1.1.4
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Activity Report shall provide a comprehensive status on all active TOs and include the necessary information to assess status and identify problems that need resolution for accomplishment of the contract tasks.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The report shall include
- a. Review of work accomplished, including quantitative description, during the reporting period.
 - b. Discussion of non-routine tasks planned for the next reporting period.
 - c. Indication of any problems, which may impede performance or impact performance, schedule or cost.
 - d. Schedule with milestones.
 - e. Labor hours expended by labor category showing overtime hours separately.
 - f. Costs expended (by cost element) versus negotiated cost and TO/TO subelement funding received.
 - g. Cost detail should be delineated in terms of those government unique project numbers (UPN) funding each TO/TO subelement.
 - h. Any other information that may assist the technical evaluators in evaluating the technical and administrative program; such as innovative processes, cost-reduction initiatives, etc.
- 15.4 **FORMAT:** Contractor format is acceptable. Electronic media is strongly encouraged.
- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1061 **ISSUE:** Basic
2. **DRD NO.:** 1061MA-003
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** Financial Management Report (533M)
7. **DESCRIPTION/USE:** To provide monthly financial reports for monitoring program costs. The 533 reports are the official cost documents used at NASA for cost type, price re-determination, and fixed price incentive contracts. The backup report is used for cost data entry in the Contractor Cost Report (CCR) Crosswalk in System Application and Product (SAP).
8. **OPR:** RS40/ED02 9. **DM:** ED02
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Within 30 days after the incurrence of cost
12. **SUBMISSION FREQUENCY:** No later than 10 working days following the end of the contractor's accounting month
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 1.1.1
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Financial Management Report provides data on accumulated costs and funding projections for management of the contract.
- 15.2 **APPLICABLE DOCUMENTS**

NFS 1852.242-73	NASA Contractor Financial Management Reporting, (November 2004)
NPR 9501.2D	NASA Contractor Financial Management Reporting
- 15.3 **CONTENTS:** The elements of cost for financial reporting shall be mutually agreed by the contractor and NASA project office and cover labor hours by function, direct labor cost, materials, subcontracts, interdivisional work, other direct rates, overhead by pool, fringe, G&A, and fee. Changes or additions to elements of cost shall be by mutual agreement between the contractor and the NASA project manager. The data contained in the reports shall be auditable using Generally Accepted Accounting Principles. The 533M Report shall include actuals and projections at the total contract level. A summary page at the contract level shall be included reflecting the cumulative since inception cost for the contract.

A backup report shall be provided that identifies the following fields: Task Order (TO), TO/ subelement, reporting category, PR number, WBS, cost center, fund, current month actuals, cumulative actuals, funding received, variance, and next month's estimate.
- 15.4 **FORMAT:** The NASA Form 533M shall be prepared per NPR 9501.2D and NFS 1852.242-73. Contractor format is acceptable provided all necessary requirements are met. Electronic submission of contractor data is strongly encouraged. If electronic submission becomes required coordination with Competency Center may be necessary to define required format.
- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

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|-------------------------|--------------|-------------------------------|
| 1. DPD NO.: 1061 | ISSUE: Basic | 2. DRD NO.: 1061MA-004 |
| 3. DATA TYPE: 3 | | 4. DATE REVISED: |
| | | 5. PAGE: 1/1 |
6. **TITLE:** Funding Analysis Report
7. **DESCRIPTION/USE:** To provide monthly financial reports for monitoring program funding and cost at the Task Order/sub-element level
8. **OPR:** ED02 **DM:** ED02
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** First Month after Authority to Proceed (ATP)
12. **SUBMISSION FREQUENCY:** No later than 10 working days following the end of the contractor's accounting month.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 1.1.1
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Funding Analysis Report shall provide data by fiscal year on the status of each sub-element within a Task Order (TO)
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Funding Analysis Report shall contain the following by fiscal year, by sub-element: FY Cost Plan (with fee), Monthly FTE Plan, Monthly FTE Actual, Mod No., Mod Date, WBS, Cost Center, Fund, Funded Amount, FY Costs/Fee, Remaining Funds, % of Cost Expended, Current Month Cost, and Next Month's Estimate. The data contained in the reports must be auditable using Generally Accepted Accounting Principles.
- In addition, a monthly Hotlist Report shall be submitted that contains the following information for Indirect and Direct sub-elements: Sub-element Number, Status, Funded Amount, FY Cost/Fee, Remaining Funds, FY Plan, and WBS.
- 15.4 **FORMAT:** The Report shall be subtitled by sub-element within TO. A separate report shall be provided that identifies indirect-funded TO's/sub-elements separately. This report shall be sorted by Department/Laboratory within the Directorate/Office. The report for direct funded TO's/sub-elements should be sorted by Directorate/Office, and where applicable, by department within Directorate.
- The format for the Hotlist Report shall contain the items identified above in 15.3. Any sub-element where cost has reached 75% of the funding provided or any sub-element where cost has been accrued but no funding has been provided shall be identified. There shall be a separate report for Indirect and Direct sub-elements. Within each report, all sub-elements shall be sorted in ascending order by Directorate/Office. During the last three months of the contract year, the % will increase as funding provided reaches the planned cost.
- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

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|-------------------------|--------------|-------------------------------|
| 1. DPD NO.: 1061 | ISSUE: Basic | 2. DRD NO.: 1061MA-005 |
| 3. DATA TYPE: 3 | | 4. DATE REVISED: |
| | | 5. PAGE: 1/1 |
6. **TITLE:** Financial Summary Report
7. **DESCRIPTION/USE:** To provide plans and actuals for Cost and Labor Hours/Full Time Equivalent (FTE's) at the sub-element level for each month of the contract/fiscal year.
8. **OPR:** ED02 9. **DM:** ED02
10. **DISTRIBUTION:** Per Contracting Officer's Letter
11. **INITIAL SUBMISSION:** Within 30 days after the incurrence of cost
12. **SUBMISSION FREQUENCY:** No later than 10 working days following the end of the Contractor's accounting month.
13. **REMARKS:** None
14. **INTERRELATIONSHIP:** PWS Paragraph 1.1.1
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Financial Summary Report provides a monthly status for an entire year of the estimated and planned cost and labor hours/FTE's associated with each sub-element within a Task Order (TO).
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Financial Summary Report shall contain the following by month for an entire fiscal year, sorted by sub-element: Estimated Cost, Actual Cost, % of Monthly Cost, Estimated Hrs., Actual Hrs., % of Monthly Hrs., % Hrs FTE Plan and FTE Actual.
- 15.4 **FORMAT:** The format for the Financial Summary Report should follow the description outlined in Contents, above.
- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

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|-------------------------|-------------------------------|
| 1. DPD NO.: 1061 | 2. DRD NO.: 1061MA-006 |
| 3. DATA TYPE: 3 | 4. DATE REVISED: |
| | 5. PAGE: 1/1 |
6. **TITLE:** Weekly Contract Status Briefing
7. **DESCRIPTION/USE:** To provide a weekly contractual status to the COTR/CO
8. **OPR:** ED02 9. **DM:** ED02
10. **DISTRIBUTION:** Per Contracting Officer's Letter
11. **INITIAL SUBMISSION:** Thirty (30) days after authorization to proceed (ATP)
12. **SUBMISSION FREQUENCY:** Weekly.
13. **REMARKS:** None
14. **INTERRELATIONSHIP:** PWS Paragraph 1.1.4
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Weekly Status Briefing shall provide a weekly overview of contractual activities.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Weekly Status Briefing shall contain the following: In-Progress Task Order (TO) Tracking Report, Task Order Request (TOR) Tracking, Task Order Plan (TOP) Tracking, Contract Staffing Status, Contract Staffing Status Trend, Contract Vacancy Status Trend, Contract Vacancy Status, At-Risk List, Action/Suspense Items, and TO Tracking Report. Once every month there should be a Weekly Financial Status Briefing that should also include: Lost Time Incident Rate; Contract TO Status; Contract TO Status for Engineering Directorate (by department/lab); Contract TO Estimated Staffing; Contract TO Estimated Staffing for Engineering Directorate (by department/lab), Contract Element of Cost Summary by month; Actual and Planned labor hours by month; Comparison of Cumulative and Current month Elements of Cost and Labor Hours, estimated vs. actual; Yearly Summary by month for each Directorate/Office showing the summation of the TO Values, Total Funding, Estimated and Actual Cost; Bid Rate Analysis for each Labor Category; and Small Business/Small Disadvantaged Business Actuals vs. Goal.
- 15.4 **FORMAT:** Contractor format is acceptable provided all necessary requirements are met.
- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | |
|--|--|
| 1. DPD NO.: 1061
3. DATA TYPE: 3

7. TITLE: Task Order (TO) Cost Summary Report

7. DESCRIPTION/USE: To provide a contractual status to the COTR/CO.

8. OPR: ED02 9. DM: ED02

10. DISTRIBUTION: Per Contracting Officer's letter

11. INITIAL SUBMISSION: No later than 7 working days after delivery of financial reports for the month of September

12. SUBMISSION FREQUENCY: No later than 7 working days after delivery of financial reports for the last month of the evaluation period

13. REMARKS: None
14. INTERRELATIONSHIP: PWS Paragraph 1.1.1

15. DATA PREPARATION INFORMATION:
15.1 SCOPE: The Cost Summary Report shall provide information that can be used to determine potential award and performance fee associated with each Task Order (TO) tracked in the Contractor's electronic task management system of the contract.

15.2 APPLICABLE DOCUMENTS: None

15.3 CONTENTS: The Cost Summary Report is a spreadsheet that contains, for each WBS element, the following information: TO number, TO title, negotiated cost per evaluation period, estimated cost without fee, fee bearing negotiated cost, and weighting. Additionally, the Cost Summary Report shall roll up the WBS element information into overall contract performance containing the following information: WBS element name, task title, TO value, negotiated cost per evaluation period, estimated cost with no fee, fee bearing negotiated cost, negotiated cost without fee per evaluation period, weighted composite and potential award and performance fee.

15.4 FORMAT: The Cost Summary Report shall be provided in Excel format so that mathematical links between the WBS element pages and the TO roll up can be made.

15.5 MAINTENANCE: None required | 2. DRD NO.: 1061MA-007
4. DATE REVISED:
5. PAGE: 1/1 |
|--|--|

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1061 **ISSUE:** Basic 2. **DRD NO.:** **1061SA-001**
3. **DATA TYPE:** 2 4. **DATE REVISED:**
5. **PAGE:** 1/3
6. **TITLE:** Safety, Health, and Environmental (SHE) Plan
7. **DESCRIPTION/USE:** To provide the contractor and the Government a baseline document for planning, management, control, and implementation of the contractor's industrial/occupational safety, health, and environmental program.
8. **OPR:** AD60/QD50/AD10 9. **DM:** ED02
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Preliminary with proposal
12. **SUBMISSION FREQUENCY:** Ten days after Authority to Proceed (ATP); update as required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** NFS 1852.223-70, *Safety and Health*; FAR 52.223-3, *Hazardous Material Identification and Material Safety Data*; FAR 52.223-4, *Recovered Material Certification*; FAR 52.223-5, *Pollution Prevention and Right-to-Know Information*; FAR 52.223-7, *Notice of Radioactive Materials*; FAR 52.223-9, *Estimate of Percentage of Recovered Material Content for EPA-Designated Products*; FAR 52.223-10, *Waste Reduction Program*; FAR 52.223-11, *Ozone Depleting Substances*; FAR 52.223-12, *Refrigeration Equipment and Air Conditioners*; FAR 52.223-13, *Certification of Toxic Chemical Release Reporting*; and FAR 52.223-14, *Toxic Chemical Release Reporting*. DRD 1061SA-002, Mishap and Safety Statistics Report. PWS 1.1.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Safety, Health, and Environmental Plan describes the contractor's method of implementing occupational safety, health, and environmental standards over the duration of the contract.
- 15.2 **APPLICABLE DOCUMENTS:** Compliance with the following Occupational Safety and Health Standards and applicable requirements shall be specified in the plan (if applicable to the scope of this contract).

29 CFR 1910	<i>Department of Labor; Occupational Safety and Health Administration Standards for General Industry</i>
29 CFR 1926	<i>Department of Labor; Occupational Safety and Health Administration Standards for Construction Industry</i>
40 CFR	<i>Protection of the Environment</i>
ANSI Standards applicable to the scope of this contract	
ASME Boiler and Pressure Vessel Code	
MPR 8500.1	<i>MSFC Environmental Management Program</i>
MWI 8540.2	<i>Affirmative Procurement Program for Environmentally Preferable Products</i>
MWI 8550.1	<i>Waste Management</i>
MWI 8550.2	<i>Storm Water Management</i>
MWI 8550.3	<i>Wastewater Compliance</i>
MWI 8550.4	<i>Air Emissions Compliance</i>

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan

DRD NO.: 1061SA-001

DATA TYPE: 2

PAGE: 2/3

15. **DATA PREPARATION INFORMATION (CONTINUED):**

MWI 8550.5	<i>Hazardous Material Management</i>
MPR 1040.3	<i>MSFC Emergency Plan</i>
MPR 1840.3	<i>MSFC Hazardous Chemicals in Laboratories Protection Program</i>
MPR 1840.1	<i>MSFC Confined Space Entries</i>
MPD 1860.2	<i>MSFC Radiation Safety Program</i>
MPR 1810.1	<i>MSFC Occupational Medicine</i>
MPD 1840.3	<i>MSFC Respiratory Protection Program</i>
MPD 1840.2	<i>MSFC Hearing Conservation Program</i>
MPD 1840.1	<i>MSFC Environmental Health Program</i>
MPR 1840.2	<i>MSFC Hazard Communication Program</i>
MPD 1860.1	<i>Laser Safety</i>
MPR 1800.1	<i>Bloodborne Pathogens</i>
MWI 3410.1	<i>Personnel Certification Program</i>
MPR 8715.1	<i>Marshall Safety, Health and Environmental (SHE) Program</i>
MPD 8900.1	<i>Medical Operations Responsibilities for Human Space Flight Programs (NOTE: This document only applies to Space Station contracts)</i>
NFPA Standards	<i>National Fire Codes</i>
NPR 8715.3	<i>NASA Safety Manual</i>
NASA-STD-8719.11	<i>Safety Standard for Fire Protection</i>

15.3 **CONTENTS:** The plan shall describe the manner in which the contractor implements the requirements of the applicable documents as they pertain to the specific statement of work tasks to be performed. The Safety and Health Plan shall include:

- a. Management commitment and employee involvement in the safety, health, and environmental program:
 1. Statement of management policy, commitment, to provide for the safety and health of personnel (i.e., employees, customers, and public) and property and compliance with EPA, OSHA and NASA requirements.
 2. Description of procedures for insuring management and employees are held accountable for implementing their task in a safe and healthful manner through motivational techniques, disciplinary program, or other innovative techniques.
 3. Descriptions of safety, health, environmental awareness and motivation programs, including documented safety meeting requirements, and documented safety awareness training for employees. (Onsite Safety meeting statistics shall be documented in the Supervisors Safety Web page: http://msfcsma3.msfc.nasa.gov/dbwebs/apps/sswp/SSWP_login.taf)
 4. Means of program evaluation, identifying methods and frequency for internal evaluation of the safety, health, and environmental program.
 5. Flow down of safety responsibilities between appropriate tiers (i.e., subcontractors).
 6. Identification by title the individual who is responsible for the implementation of the SHE elements.
 7. Provision for compliance with MPR 8715.1, when work is to be performed onsite at MSFC by offsite contractor, if applicable.

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan

DRD NO.: **1061SA-001**

DATA TYPE: 2

PAGE: 3/3

15. **DATA PREPARATION INFORMATION (CONTINUED):**

b. System and worksite hazard analysis:

1. Methods of hazard identification, e.g., hazard analysis, safety assessment, change analysis, risk assessment and employee identified concerns.
2. Descriptions of OSHA programs that require documented plans (e.g., Personnel Protective Equipment (PPE), Confined Space, and Lockout/Tagout, etc. Include the interrelationships with the MSFC plans.) (Note: only programs applicable to the contract need to be addressed).
3. Requirements for formal safety inspections as required by OSHA, to include schedule and documentation requirements. Onsite OSHA inspections are performed by NASA.
4. Requirements for documented supervisors safety visits. Onsite safety visits shall be performed once per month per supervisor and documented in the Supervisors Safety Web page.

c. Hazard prevention and control:

1. Methods to generate appropriate plans, procedures, and other working documents which includes clear statements of hazardous situations and necessary cautions; annual review; and for onsite hazardous procedures, MSFC Safety Office concurrence.
2. Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for recycling and disposal of hazardous waste.
3. **Method of ensuring a documented emergency management program. Include a list of emergency points of contract. (Note: on-site contractors may use MPR 1040.3).**
4. Method of investigating all mishaps and close calls to determine root cause, including an outline of reporting requirements. (Reference DRD 1061SA-002, *Mishap and Safety Statistics Report*).
 5. Provisions for safety, health, and environmental services such as hazardous waste disposal, industrial hygiene monitoring, emergency medical support, hearing conservation program, and hazard communication.
6. Provision for suspending work where safety or environmental conditions warrant such action.

d. Safety and health training:

1. **Means for training each employee to recognize hazards and avoid accidents, know their job-specific hazards and controls, and understand the disciplinary program.**
2. Provisions for training and certification of personnel performing potentially hazardous operations. Job categories under the contracted effort that require certification shall be identified. Personnel Certification for onsite identified job categories shall be tracked in the MSFC Certification Database (CERTRAK) in accordance with MWI 3410.1 "Personnel Certification Program."

e. Environmental compliance - Provisions for compliance with environmental laws and regulations by: reporting hazardous and toxic substance use; implementing and reporting green procurements in accordance with MWI 8540.2; reducing, reusing, and recycling of hazardous and toxic substances prior to disposal; minimizing stormwater pollution; ensuring equipment and processes permitted by applicable laws; and disposing of solid and liquid materials as permitted by applicable laws.

15.4 **FORMAT:** Contractor format is acceptable.

15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1061 **ISSUE:** Basic 2. **DRD NO.:** 1061SA-002
3. **DATA TYPE:** 3 4. **DATE REVISED:**
5. **PAGE:** 1/2
6. **TITLE:** Mishap and Safety Statistics Reports
7. **DESCRIPTION/USE:** To provide reporting of metrics, mishaps, close calls, and serious non-occupational injuries or illnesses.
8. **OPR:** QD50 9. **DM:** ED02
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:**
 - a. Safety Statistics (e.g., contract number, subcontractors, SIC/NAIC codes, number of employees, number of supervisors, hours worked, etc.): submitted on MSFC Form 4371 by the 10th of each month following contract award.
 - b. Mishaps, Close Calls, and serious non-occupational injuries or illnesses
 1. Type A or B mishaps, high visibility mishaps or close calls, and onsite Type C lost time injury or illness: Immediate telephone notification to the Contracting Officer, and Industrial Safety (256-544-0046 or 4-HELP, Safety Option) so that Center Director notifies the NASA Administrator within 24 hours of occurrence or awareness. Include location and time of incident, number of fatalities, number hospitalized, type of damage, estimated cost, brief description, and contact person and phone number.
 2. Non-occupational fatality or serious injury occurring onsite or to an onsite contractor employee: Notification to Contracting Officer and S&MA so that Center Director notifies the NASA Administrator within 24 hour of occurrence or awareness. (Offsite non-occupational injury or illness notification is at the discretion of the family.)
 3. a. All Onsite MSFC mishaps and close calls: (applicable to onsite contractors only): NASA Initial Safety Incident Report within 4 hours of occurrence or awareness on MSFC Form 4370 or equivalent either by telephone 256-544-4357 (4-HELP); Safety Option or electronically by Quick Incident. Report at https://msfcsma3.msfc.nasa.gov/s&ma_01/mishap/index.htm.
b. Offsite Mishaps and Close Calls Type C and below: Initial notification by next MSFC 4371.
 4. All Mishaps (Type A, B, C, Incidents and Close Calls): Mishap Report NASA Form 1627 or electron update of NASA Incident Reporting Information System (IRIS) record within 6 calendar days of Mishap
 5. Type A, B, and Close Calls with high Type A or B potential: Mishap Board Report after completion of investigation
 6. All Mishaps: Monthly Follow-up Corrective Action Plan/Status as required until closed.
12. **SUBMISSION FREQUENCY:**
 - a. MSFC Form 4370 or electronic equivalent - Each occurrence of a mishap except as identified in section 11.b.
 - b. NASA Form 1627 or electronic equivalent - Each occurrence of a mishap. Corrective action status reports are due every 30 days until the final report is submitted.
 - c. MSFC Form 4371 - By the 10th of each month.
 - d. Mishap Board Report - Each occurrence of a Type A or B mishap, or as directed by Center management.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS Paragraph 1.1.2

DRD Continuation Sheet**TITLE:** Mishap and Safety Statistics Reports**DRD NO.:** 1061SA-002**DATA TYPE:** 3**PAGE:** 2/2

15. DATA PREPARATION INFORMATION:

15.1 **SCOPE:** The Mishap and Safety Statistics Reports document all mishaps and close calls as required in NPR 8621.1.

15.2 APPLICABLE DOCUMENTS

NPR 8621.1 *NASA Procedures and Guidelines for Mishap Reporting, Investigating, and Recordkeeping*

MWI 8621.1 *Close Call and Mishap Reporting and Investigation Program*

15.3 **CONTENTS:** The reports shall contain the information required by NPR 8621.1 and MWI 8621.1. The contractor shall use the forms listed in 15.4 to report mishaps and related information required to produce the safety metrics.

15.4 **FORMAT:** The following formats or electronic equivalent shall be submitted:

- a. MSFC Form 4370, "MSFC Flash Mishap Report."
- b. NASA Form 1627, "NASA Mishap Report."
- c. MSFC Form 4371, "MSFC Contractor Safety Statistics."
- d. Mishap Board Report using the format provided in NPR 8621.1.

15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

ATTACHMENT J-3

MSFC AWARD FEE EVALUATION PLAN FOR ENGINEERING, SCIENCE AND TECHNICAL SERVICES (WBS ELEMENT 1.1)

A synopsis of the Award Fee Evaluation Plan is provided below. The formal Fee Evaluation Plan will be completed prior to contract award and included, by reference, in the resultant contract. The Government retains the unilateral right to amend the plan at any time prior to the start of an evaluation period.

The Award Fee Evaluations will be conducted in accordance with MWI 5116.1 and are the responsibility of the Award Fee Coordinator with inputs from the Directorate Monitors. This evaluation will assess the Contractor's overall management and safety performance. The Performance Evaluation Board (PEB) format will be used to conduct this evaluation. Key features of the Award Fee Plan are discussed in the following paragraphs:

1. Frequency: Evaluations for fee purposes will be conducted at 6-month intervals from the date of contract award. These defined intervals should not preclude more frequent discussions concerning performance in these areas. A Task Order (TO) that lasts for more than 6 months must be estimated in 6 month increments so it can be properly included in each evaluation period's award fee pool.
2. Criteria:
 - (a) Management: This criterion will address the Contractor's effectiveness in planning, implementing, controlling, and completing task activities to achieve contract objectives. The evaluation will focus on (but not be limited to) management's responsiveness to all contract matters; the effectiveness of their communications at all contract levels; the reasonableness, accuracy, and promptness of their responses to subtask requests; their ability to secure and retain qualified personnel (including those with unique skills); their ability to recruit and retain a competitively priced workforce (including unique skills); the effectiveness of their teaming and subcontractor arrangements (including small business, small disadvantaged business, and small women-owned business participation); contract and subcontract administration including procurements; and, the ability to incorporate innovative technologies and engineering tools that effectively advance state-of-the-art in MSFC mission.
 - (b) Safety: This criterion will assess the contractor's effectiveness in contributing to a safe work environment. Considerations will include, but

are not limited to, the level of emphasis placed on workplace safety and implementing effective training initiatives.

- (c) **Cost Control:** This criterion addresses the Contractor's ability to control total cost while achieving or exceeding objectives. This evaluation will assess the variances between negotiated and actual costs (including the contractor's ability to manage to the rates identified on Attachment J-9), the reasons for such variances, and how the Contractor addresses those variances. This criterion will represent at least 25 percent of the total potential award fee for each evaluation period. The contractor must receive a score of at least 80 in each of the other criteria and receive at least 80% of the potential performance fee to receive credit of an underrun.
- (d) **Award Fee Provision:** In addition to the three criteria listed above, the evaluation will consider the impact of a major breach of safety or security. A major breach of safety or security is defined as follows:
 - (1) A major breach of safety consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in an "willful" or "repeat" violation cited by the Occupational and Safety Administration (OSHA) or by a state agency operating under an OSHA approved plan.
 - (2) A major breach of security may arise from compromise of classified information; or illegal technology transfer; or workplace violence resulting in criminal conviction; or sabotage; or compromise or denial of information technology services; or damage or loss greater than \$250,000 to the Government; or theft.

For evaluation purposes, an overall fee determination of zero may be made for any evaluation period in which there is a major breach of safety or security, regardless of contractor performance in the other criteria. In evaluating a major breach of safety or security, factors leading into the breach as well as the contractor's subsequent actions will be taken into consideration.

3. **Organizational Structure:** The award fee organizational chart is shown in Figure 1. The following designations apply.

Fee Determination Official (FDO) – MSFC Associate Director

Performance Evaluation Board – Appointed by MSFC Center Director

Award Fee Coordinator – Appointed by Contracting Officer

Monitors – Designated by Award Fee Coordinator

4. Evaluation Mechanics: Performance will be evaluated by criteria, and the ratings will be combined based upon relative weights approved by the PEB. All criteria will be evaluated by the Award Fee Coordinator based on reports from monitors that have been assigned from the appropriate MSFC organizations. Adjective ratings and their descriptions are shown on Table 1, "Description of Ratings." These adjective ratings are correlated to the Efficiency Rating scale of zero to one hundred on Table 2. The Efficiency Rating provides the amount of fee to which the Contractor is entitled.

5. Contractor's Reporting Requirement: The Contractor must submit a written self-evaluation report to the PEB within ten calendar days after the end of each annual evaluation period. The Contractor will also be expected to make an oral presentation to the PEB when it meets. Section 4.0 of MWI 5116.1 provides guidelines to the Contractor in fulfilling these requirements.

FIGURE 1
AWARD FEE ORGANIZATIONAL CHART

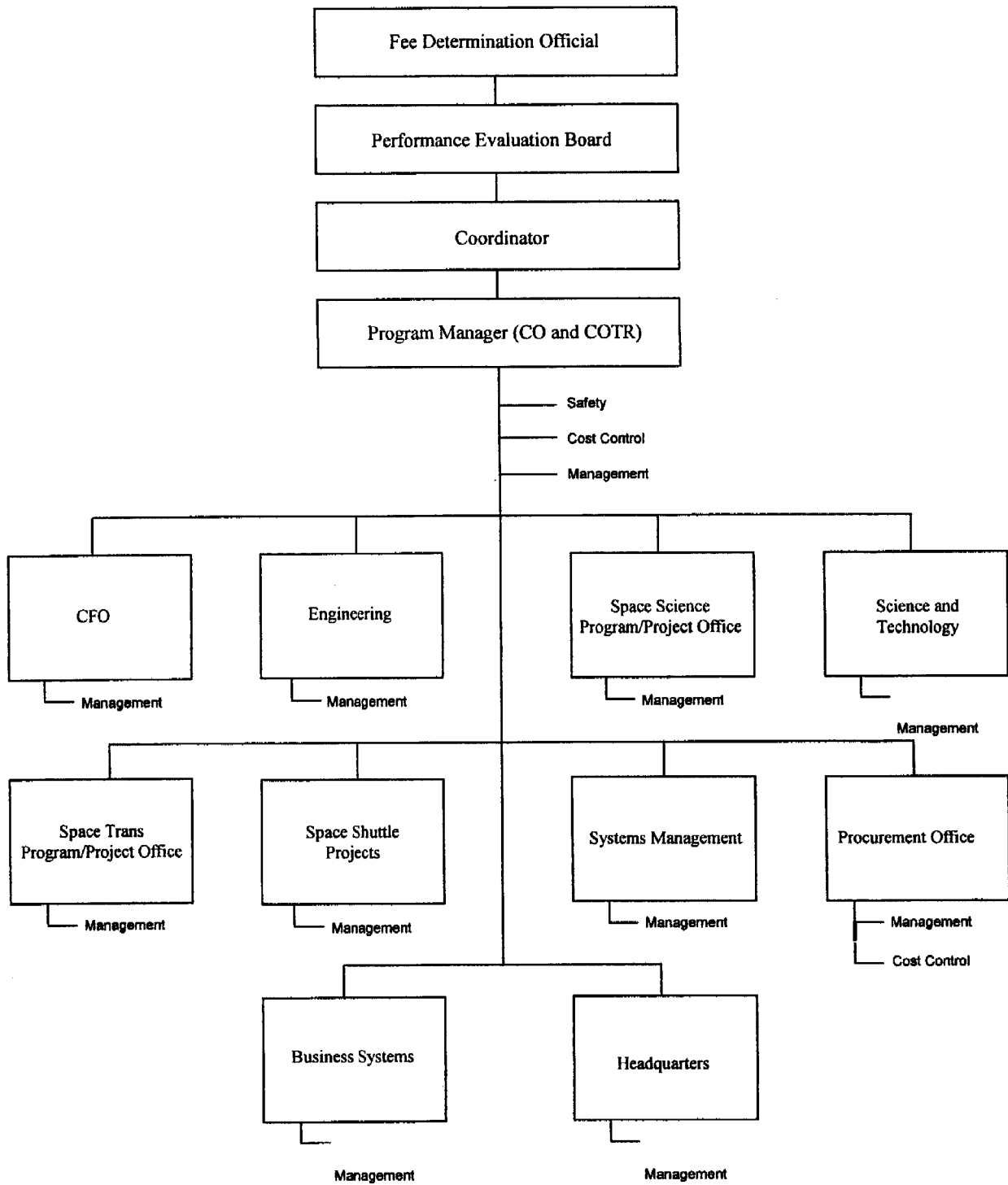


TABLE 1

DESCRIPTION OF RATINGS

<u>Rating</u>	<u>Adjective Description</u>
Excellent	Of exceptional merit; exemplary performance in a timely, efficient and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.
Very Good	Very effective performance, fully responsive to contract; contract requirements accomplished in a timely, efficient and economical manner for the most part; only minor deficiencies.
Good	Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.
Satisfactory	Meets or slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.
Poor/ Unsatisfactory	Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas which adversely affect overall performance.

TABLE 2
EFFICIENCY RATINGS

<u>Adjective Ratings</u>	<u>Range of Numerical Rating</u>	<u>Award Fee Percentage</u>
Excellent	91-100	91-100
Very Good	81-90	81-90
Good	71-80	71-80
Satisfactory	61-70	61-70
Poor/Unsatisfactory	0-60	0

ATTACHMENT J-4

MSFC PERFORMANCE FEE EVALUATION PLAN FOR ENGINEERING, SCIENCE AND TECHNICAL SERVICES (WBS ELEMENTS 1.2 - 1.9)

A synopsis of the Performance Fee Evaluation Plan is provided below. The formal Fee Evaluation Plan will be completed prior to contract award and included, by reference, in the resultant contract. The Government retains the unilateral right to amend the plan at any time prior to the start of an evaluation period.

The evaluation of Performance Fee is the responsibility of Directorate Monitors that will be assigned within the Work Breakdown Structure (WBS) identified in Attachment J-1, with inputs from each task order initiator within their Directorate. This evaluation concentrates on task order performance based upon technical, cost, and schedule criteria established within the scope of each task order at the time of task order definition. Key features of the Performance Fee Plan are as follows:

1. Frequency: Evaluation for fee purposes will be conducted at 6-month intervals from the date of contract award. These defined intervals do not preclude more frequent discussions concerning performance in these areas. A Task Order (TO) that lasts for more than 6 months must be estimated in 6 month increments so it can be properly included in each evaluation period's performance fee pool.

2. Criteria:

- (a) Technical: This criterion will assess the quality of the services provided and the products delivered by the contractor. This assessment will be based on technical objectives established for each task order at the time of task order definition.

- (b) Cost: This criterion will assess the contractor's ability to accurately estimate costs for each task order and will assess the differences between negotiated and actual costs for each task order and the reasons for such variances.

- (c) Schedule: This criterion will assess the timely completion of contract tasks. This assessment will be based on milestones and deliverables established for each task order at the time of task order definition.

3. Evaluation Mechanics: The COTR will initiate the Performance Fee evaluation. This segment of the evaluation will be administered within each Directorate/Office (WBS level 2 primarily) by the Directorate Monitor(s), using inputs solicited from each task order initiator. Grading is based on the predefined performance objectives for each task order. An example of performance plan with scores is presented in Figure 1. Task scoring will range from 1 to 10 with 10 being the highest. Task order inputs are summarized by the Directorate/Office Monitor(s)

with weightings dependent upon the level of negotiated cost for each task order. An example of this grading structure is shown in Figure 2. A performance fee payment will be made based upon the weighted grade and the potential fee for each Directorate. The potential fee pool for each Directorate will consist of a percentage of all task order cost projections for the period.

Directorate Monitors will be trained in the administration of this process to ensure that task order initiators within each Directorate use consistent grading standards.

EXAMPLE

Figure 1

Performance Plan with Scores

<u>Task Order 1 Category</u>	<u>Weighting</u>	<u>Task Score</u>	<u>Weighted Score</u>
<u>Technical Objectives:</u>			
Tech Objective 1	60%	9	5.4
Tech Objective 2			
Tech Objective 3			
<u>Schedule Objectives:</u>			
Schedule Objective 1	15% (10% min.)	8	1.2
Schedule Objective 1			
Schedule Objective 1			
<u>Cost (Actual vs. Negotiated)</u>	<u>25% (25% min)</u>	8.5	<u>2.1</u>
Total	100%		8.7

EXAMPLE

Figure 2

Task Performance Summary

<u>Task Order Number</u>	<u>Task Order Title</u>	<u>Negotiated Cost</u>	<u>Task Order Weighting</u>	<u>Task Score</u>	<u>Weighted Score</u>
Task Order 1	Title 1	\$50,000	.091	8.7	.792
Task Order 2	Title 2	\$100,000	.181	7.0	1.267
Task Order 3	Title 3	\$150,000	.273	7.5	2.048
Task Order 4	Title 4	<u>\$250,000</u>	<u>.455</u>	8.0	<u>3.640</u>
Total		\$550,000	1.0		7.747

Weighted Composite = 7.747 X 10.0 = 77.5%

Directorate Maximum Potential Performance Fee for Period = 8.5%

(Available Fees) X \$550,000 x 60% (Perf. Fee Percent)= \$28,050

Performance Fee Earned = 77.5% X \$28,050 = **\$21,739**

ATTACHMENT J-5

RESERVED

ATTACHMENT J-7

INSTALLATION-PROVIDED PROPERTY AND SERVICES

The Government will provide the use of the following property and services to all on-site personnel under this contract as necessary. These items include, but may not be limited to, the following:

- (1) Computer workstations (one seat license per person under MSFC's Outsourcing Desktop Initiative for NASA (ODIN) contract) and associated maintenance (general and specialized)
- (2) Document Reproduction Equipment
- (3) Plotters, scanners and printers
- (4) Application software
- (5) Specialized Commercial-Off-The-Shelf (COTS) software (AutoCad, RadCad, ANSYS, Pro-E, etc.) as required to meet specific MSFC program/project objectives
- (6) Adequate work space and appropriate office furniture including technical work rooms, conference rooms, and storage areas
- (7) Custodial and maintenance services
- (8) A government vehicle (at MSFC) as needed for local travel
- (9) Taxi service
- (10) Use of equipment, in test and laboratory facilities, required to provide requested services
- (11) The following intellectual property developed under the previous Science and Engineering Service contracts with MSFC (NAS8-37814, NAS8-40836 and NAS8-00187):
 - Dynamic Memory Management Systems (DMMS)
 - Forth Source Code Analysis Tool Set (FSCATS)
 - Quick and Unusually Easy Repository Search (QUERYS)
 - Source Lines of Code Count (SLOCC)
 - Generalized Fluid System Simulation Program (GFSSP)
- (12) Telephones for official use

ATTACHMENT J-8

APPLICABLE REGULATIONS AND PROCEDURES

In addition to the regulations and procedures identified elsewhere in this contract, the Contractor shall comply with the following regulations and procedures, and the latest revision thereto. This listing is not intended to relieve the Contractor of its responsibility for identification of applicable regulations and procedures and compliance therewith, when performing work onsite at MSFC.

OMB CIRCULARS

Circular A-130 Management of Federal Resources

NASA DIRECTIVES

NPR 1490.5	NASA Procedural Requirements for Printing, Duplicating, and Copying Management
NHB 1620.3	NASA Security Handbook
NPR 4100.1	NASA Materials Inventory Management Manual
NPR 4200.1	NASA Equipment Management Manual
NPR 9501.2	NASA Contractor Financial Management Reporting

MSFC DIRECTIVES

MPD 1280.1	Marshall Management Manual
MPR 1440.2	MSFC Records Management Program
MPR 1600.1	MSFC Security Procedures and Guidelines
MPR 1700.1	MSFC Industrial Safety Procedures and Guidelines
MPD 2210.1	Documentation Input and Output of the MSFC Documentation Repository
MWI 2210.1	MSFC Documentation Repository Input/Output and Data Management Project Requests
MPR 2500.1	Marshall Telecommunications Services and Audio Visual Services
MPR 2810.1	Information Technology Security
MM 4000.1	Property Management Manual
MWI 4520.1	Handling (Receiving), Shipping, Delivery, and Packaging Procedures
MWI 5116.1	Evaluation of Contractor Performance Under Contracts with Award Fee Provisions
MMI 6750.1	Accidents Involving Government-Owned, -Leased, and -Rented Vehicles

MISCELLANEOUS POLICIES AND PROCEDURES

MSFC Smoking Policy at <http://www.msfc.nasa.gov/msfccwa/personel/smoke.html>

ATTACHMENT J-9

SCHEDULE OF FULLY BURDENED/COMPOSITE NOT-TO-EXCEED (NTE) LABOR RATES (\$/Hr) FOR PRIME CONTRACTOR/TEAMMATES

The contractor shall not exceed the labor rates specified below for pricing all task orders contemplated or issued in accordance with Clause H.5, Supplemental Task Order Procedures. These labor rates should be exclusive of fee.

Labor Category	CY1	CY2	CY3	CY4	CY5
Engineer/Scientist 1/2					
Engineer/Scientist 3					
Engineer/Scientist 4					
Engineer/Scientist 5					
Engineer/Scientist 6					
Engineer/Scientist 7					
Engineer/Scientist 8					
Engineer/Scientist 9					
Business Analyst 0					
Business Analyst 1					
Business Analyst 2					
Business Analyst 3					
Business Analyst 3					
Technician 2					
Technician 3					
Technician 4					
Technician 5					
Technician 6					

(b) (4)

Subject Matter Expert (SME) category with labor rates shall be negotiated and approved by the Contracting Officer on an individual basis, as required.

CY1 = 10/15/05 – 10/14/06	Base
CY2 = 10/15/06 – 10/14/07	Option 1
CY3 = 10/15/07 – 10/14/08	Option 2
CY4 = 10/15/08 – 10/14/09	Option 3
CY5 = 10/15/09 – 10/14/2010	Option 4

PRIME PERFORMANCE/AWARD FEE, GENERAL AND ADMINISTRATIVE (G & A), INDIRECT AND LABOR ESCALATION RATE MATRIX (For All Task Orders):

RATES	CY 1	CY 2	CY 3	CY 4	CY 5
Performance Fee					
Award Fee					
G & A Ceiling					
Indirect Rates – G&A					
Indirect Rates - Indirect					
Indirect Rates - SRE					
Labor Escalation					

(b) (4)

ATTACHMENT J-9 (OT Rates)

SCHEDULE OF FULLY BURDENED/COMPOSITE NOT-TO-EXCEED (NTE) LABOR RATES (\$/Hr) FOR PRIME CONTRACTOR/TEAMMATES

The contractor shall not exceed the labor rates specified below for pricing all task orders contemplated or issued in accordance with Clause H.5, Supplemental Task Order Procedures. These labor rates should be exclusive of fee.

<u>Labor Category</u>	<u>CY1</u>	<u>CY2</u>	<u>CY3</u>	<u>CY4</u>	<u>CY5</u>
Engineer/Scientist 1/2					
Engineer/Scientist 3					
Engineer/Scientist 4					
Engineer/Scientist 5					
Engineer/Scientist 6					
Engineer/Scientist 7					
Engineer/Scientist 8					
Engineer/Scientist 9					
Business Analyst 0					
Business Analyst 1					
Business Analyst 2					
Business Analyst 3					
Business Analyst 3					
Technician 2					
Technician 3					
Technician 4					
Technician 5					
Technician 6					

(b) (4)

Subject Matter Expert (SME) category with labor rates shall be negotiated and approved by the Contracting Officer on an individual basis, as required.

CY1 = 10/15/05 – 10/14/06	Base
CY2 = 10/15/06 – 10/14/07	Option 1
CY3 = 10/15/07 – 10/14/08	Option 2
CY4 = 10/15/08 – 10/14/09	Option 3
CY5 = 10/15/09 – 10/14/2010	Option 4

PRIME PERFORMANCE/AWARD FEE, GENERAL AND ADMINISTRATIVE (G & A), INDIRECT AND LABOR ESCALATION RATE MATRIX (For All Task Orders):

<u>RATES</u>	<u>CY 1</u>	<u>CY 2</u>	<u>CY 3</u>	<u>CY 4</u>	<u>CY 5</u>
Performance Fee					
Award Fee					
G & A Ceiling					
Indirect Rates – G&A					
Indirect Rates - Indirect					
Indirect Rates - SRE					
Labor Escalation					

LABOR CATEGORY POSITION DESCRIPTIONS

Descriptions for the labor categories identified in Attachment J-9 are provided below. Scientist and Engineer labor descriptions have been combined for this RFP. Computer specialists required under this PWS should be hired under the Engineer/Scientist labor categories. Further information on the Engineer, Scientist and Business Analysts categories can be found on the internet at <http://bls.gov/ncs/ocs/ocsjobde.htm>. Further information on the Technician categories can be found at the Service Contract Act Directory of Occupations, <http://www.dol.gov/esa/regs/compliance/whd/wage/main.htm>.

ES-9. The ES-9 classification refers to an engineer/scientist that is: (1) In charge of programs large and complex enough to require staff and resources of sizable magnitude (research and development, Government department responsible for extensive engineering programs); or (2) an individual who is recognized as a national and/or international authority and leader in a specific area of engineering or scientific research. Typical position titles include Director of Science or Engineering, General Manager, President. Educational requirements range from B.S. to Ph.D. plus continuing education.

ES-8. The ES-8 classification refers to an engineer/scientist that makes decisions and recommendations that are recognized as authoritative and have far-reaching impact on extensive engineering and related activities of the company. Negotiates critical and controversial issues with top-level engineers and officers of other organizations and companies. Demonstrates high degree of creativity, foresight, and mature judgment in planning, organizing, and guiding extensive engineering programs and activities. Supervises several subordinate supervisors or team leaders. Typical position titles are Chief Engineer, Chief Scientist, Director of Research, Senior Advisor, Senior Staff, Engineering Manager. Educational requirements range from B.S. to Ph.D. plus continuing education.

ES-7. The ES-7 classification refers to an engineer/scientist that makes decisions and recommendations that are recognized as authoritative and have important impact on extensive engineering activities. Initiates and maintains extensive contacts with key engineers and officials of other organizations and companies, requiring skill in persuasion and negotiation of critical issues. Individual will have ability to solve unprecedented engineering problems, determine program objectives and requirements, organize programs and projects, and develop standards and guides for diverse engineering activities. Directs several subordinate supervisors or team leaders. Typical titles include Principal Engineer, Principal Scientist, Department Manager, and Director or Assistant Director of Research. Educational requirements range from B.S. to Ph.D. plus continuing education.

ES-6. The ES-6 classification refers to an engineer/scientist that has full technical responsibility for interpreting, organizing, executing, and coordinating assignments. Plans and develops engineering projects concerned with unique or controversial problems which have an important effect on major organization programs. This involves exploration of subject area, definition of scope and selection of problems for investigation and development of novel concepts and approaches. Maintains liaison with

individuals and units within or outside the organization with responsibility for acting independently on technical matters pertaining to the field. Work at this level usually requires extensive progressive experience. This individual will plan, organize, and supervise the work of a staff of engineers and technicians. Evaluates the progress of the staff and results obtained and recommends major changes to achieve overall objectives. As individual research or staff specialist, may be assisted on individual projects by other engineers or technicians. Typical titles include Senior or Principal Engineer or Scientist, Division Engineer, Production Engineer. Educational requirements range from B.S. to Ph.D. plus continuing education.

ES-5. The ES-5 classification refers to an engineer/scientist that applies intensive and diversified knowledge of engineering principles and practices in broad areas of assignments and related fields. Make decisions independently on engineering problems and methods, and represents the organization in conferences to resolve important questions and to plan and coordinate work. Requires the use of advanced techniques and the modifications and extension of theories, precepts, and practices of the field and related sciences and disciplines. The knowledge and expertise required for this level of work usually result from progressive experience. The individual supervises, coordinates, and reviews the work of a small staff of engineers and technicians, estimates personnel needs and schedules, and assigns work to meet completion date. Or as an individual researcher or staff specialist may be assisted on projects by other engineers or technicians. Typical titles include Senior or Principal Engineer or Scientist, Project Engineer or Scientist, Research Scientist, Project Leader. Educational requirements range from B.S. to Ph.D. plus continuing education.

ES-4. The ES-4 classification refers to an engineer/scientist that is fully competent in all conventional aspects of the subject matter of the functional area of the assignments, plans and conducts work requiring judgment in the independent evaluation, selection, and substantial adaptation and modification of standard techniques, procedures, and criteria. Devises new approaches to problems encountered. Requires sufficient professional experience to assure competence as a fully trained worker, or, for positions primarily of a research nature, completion of all requirements for a doctoral degree may be substituted for experience. The individual may supervise or coordinate the work of engineers, drafters, technicians, and others who assist in specific assignments. Typical titles include Scientist, Engineer or Assistant Engineer, Resident Engineer, Project Scientist, Research Scientist. Educational requirements range from B.S. to Ph.D. plus continuing education.

ES-3. The ES-3 classification refers to an engineer/scientist that independently evaluates, selects, and applies standard engineering techniques, procedures, and criteria, using judgment in making minor adaptations and modifications. Assignments have clear and specified objectives and require the investigation of a limited number of variables. Performance at this level requires developmental experience in a professional position or equivalent graduate level education. The individual may supervise or coordinate the work of drafters, technicians, and others who assist in specific assignments. Typical titles include Scientist, Engineer, or Assistant Engineer, Project Engineer or Scientist, Design Engineer. Educational requirements range from B.S. to Ph.D. plus continuing education.

ES-1/2. The ES-1/2 classification refers to an engineer/scientist that is at an entry level for professional work. The individual performs assignments designed to develop professional working knowledge and abilities requiring application of standard techniques, procedures, and criteria in carrying out a sequence of related engineering tasks. Limited exercise of judgment is required on details of work and in making preliminary selections and adaptations of engineering alternatives. The individual may be assisted by a few aides or technicians. Typical titles include Junior Engineer or Scientist, Engineer-in-Training, Assistant Research Engineer or Scientist. Educational requirements range from B.S. to Ph.D. plus continuing education.

BA-4. The BA-4 classification refers to an individual with management training and significant experience in the fields of accounting, business, and finance. Qualifications include responsibility for major tasks involving financial accounting, financial planning and business management. Assignments are made in general terms that require the selection of appropriate accounting, financial, and business principles to complete. The individual defines detailed objectives, develops approach, organizes the work, and assures timely completion of work. Completed work is reviewed for adherence to policy and assurance that objectives have been met. Typical titles are Senior Accountant, Business Manager, and Finance Manager. Educational requirements are B.S. to M.B.A. in business or equivalent plus continuing education.

BA-3. The BA-3 classification refers to individuals with specialized skills in business, resource management, and accounting with several years of experience in all of these areas. Qualifications include the responsibility for discrete areas of financial accountability, resource planning and business management. Assignments are made in broad terms that require the individual to select the approach, define the objective, organize all elements of the work and assure a timely completion. Completed work is reviewed for quality. Typical titles include resource specialist, senior budget analyst, senior program analyst, and accountant. Educational requirements are a B.S. to M.B.A. in business or equivalent plus continuing education.

BA-2. The BA-2 classification refers to individuals with skills in business, resource management, and accounting operations. Qualifications include skills in manpower and cost planning, cost analysis and reporting, accounting operations, budget planning, scheduling, and trend analysis. Assignments are made in terms of broadly stated requirements or general objectives with additional guidance as required. Individuals determine detailed objectives, develop logical approaches, organize the work, select methods and procedures, and carry work through to completion. Completed work is reviewed for quality and accuracy. Typical titles include resource analyst, budget analyst, program analyst, accountant. Educational requirements are a B.S. to M.B.A. in business or equivalent plus continuing education.

BA-1. The BA-1 classification refers to an analyst that is at an entry level for professional work. The individual performs assignments designed to develop professional knowledge and abilities, requiring application of standard techniques, procedures, and criteria in carrying out a sequence of related business tasks. Limited exercise of judgment is required to perform tasks. The individual may be assisted by other analysts or accounting technicians. Typical titles include Accounting Technician,

Junior Accountant, and Junior Resource/Program Analyst. Educational requirements are a B.S. or higher in business or equivalent plus continuing education.

BA-0. The BA-0 classification refers to individuals who perform general, routine assignments which may include data entry, scanning, filing, posting or logging, and sorting and disseminating reports or other documentation. Little or no independent judgments are made by the individual. Typical titles include Accounting Clerk, Data Entry Clerk, Computer Operator, Accounting or Office Assistant. Qualifications may include basic administrative or business skills to several years of relevant experience in a specific field or through specialized training. The BA-0 works under close supervision and direction of a supervisor or Company Executive within established procedures and practices.

TN-6 (Wage Determination Occupation Code of 29086). The TN-6 classification refers to individuals that independently plan, accomplish complete projects and studies of broad scope and complexity. The individual is an expert in a narrow aspect of a particular field of electrical, mechanical, instrumentation, drafting, and assembly disciplines. Complexity of assignments typically requires considerable creativity and judgment to devise approaches to accomplish work, resolve design and operational problems, and make decisions in situations where standard engineering methods, procedures and techniques may not be applicable. Supervisor or professional engineer provides advice on unusual or controversial problems or policy matters; completed work is reviewed for compliance with overall project objectives.

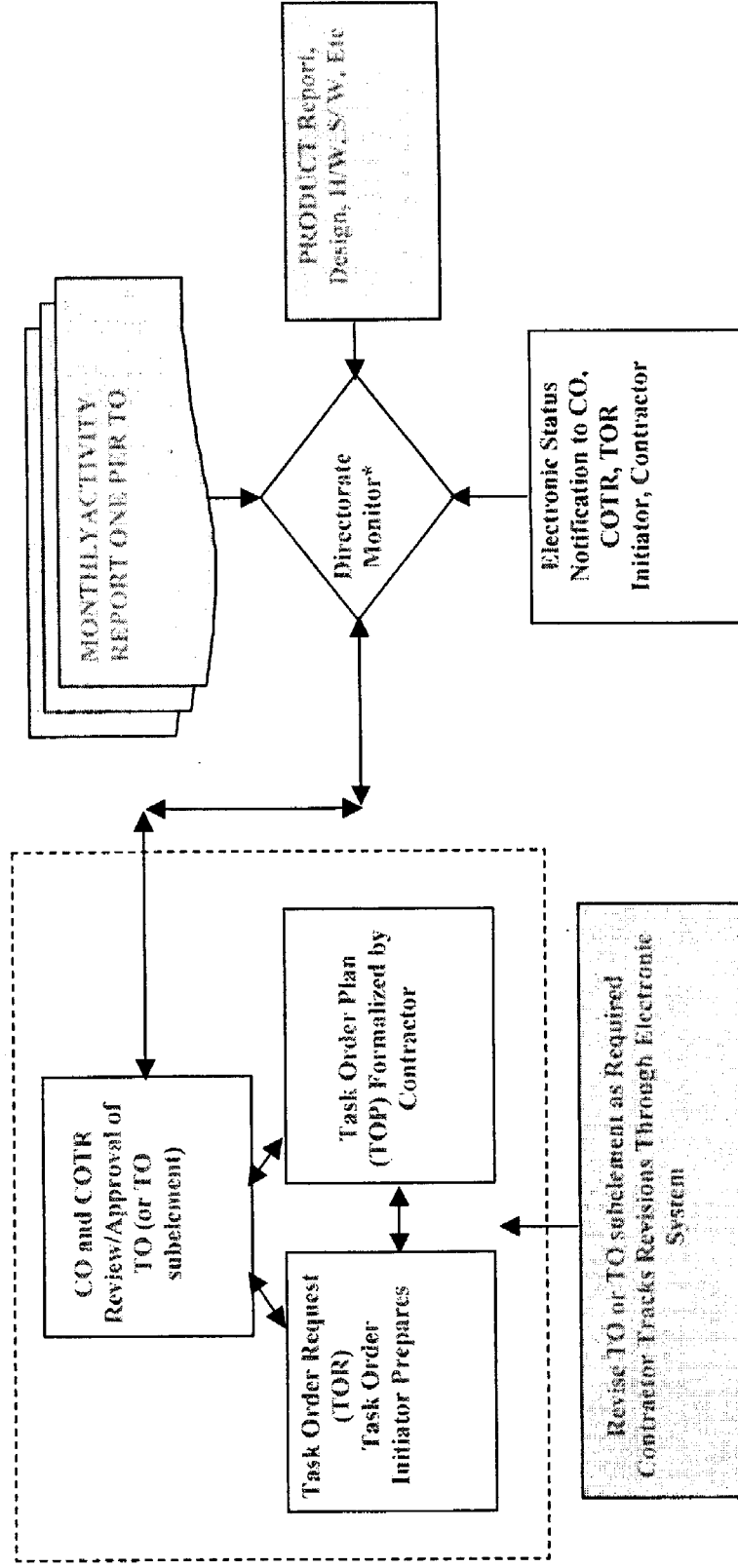
TN-5 (Wage Determination Occupation Codes of 29085). The TN-5 classification refers to individuals that perform nonroutine and complex assignments involving responsibility for planning and conducting a complete project of relatively limited scope or portion of a larger and more diverse project. The individual selects and adapts plans, techniques, designs, or layouts, contacts personnel in related activities to resolve problems and coordinated the work, reviews, and analyzes and integrates the technical work of others. A supervisor or professional engineer outlines objectives, requirements and design approaches; completed work is reviewed for technical adequacy and satisfaction or requirements.

TN-4 (Wage Determination Occupation Codes of 29084). The TN-4 classification refers to individuals that perform nonroutine assignments of substantial variety and complexity, using operational precedents that are not fully applicable. The individual plans assignments that are typically parts of broader assignments, and screens assignments to eliminate unusual design problems. The individual receives technical advice from supervisor or engineer; work is reviewed for technical adequacy (or conformity with instructions).

TN-3 (Wage Determination Occupation Code of 29083). The TN-3 classification refers to individuals that perform assignments that are not completely standardized or prescribed. The individual selects or adapts standard procedures or equipment, using fully applicable precedents. The individual receives initial instructions, equipment requirements, and advice from a supervisor or engineer as needed and performs recurring work independently. Completed work is reviewed for technical adequacy or conformity to instructions.

TN-2 (Wage Determination Occupation Code of 29082). The TN-2 classification refers to individuals that performs standardized or prescribed assignments involving a sequence or related operations. The individual follows standard work methods on recurring assignments but receives explicit instructions on unfamiliar assignments. The technical adequacy of routine work is reviewed on completion and nonroutine work may be reviewed in progress.

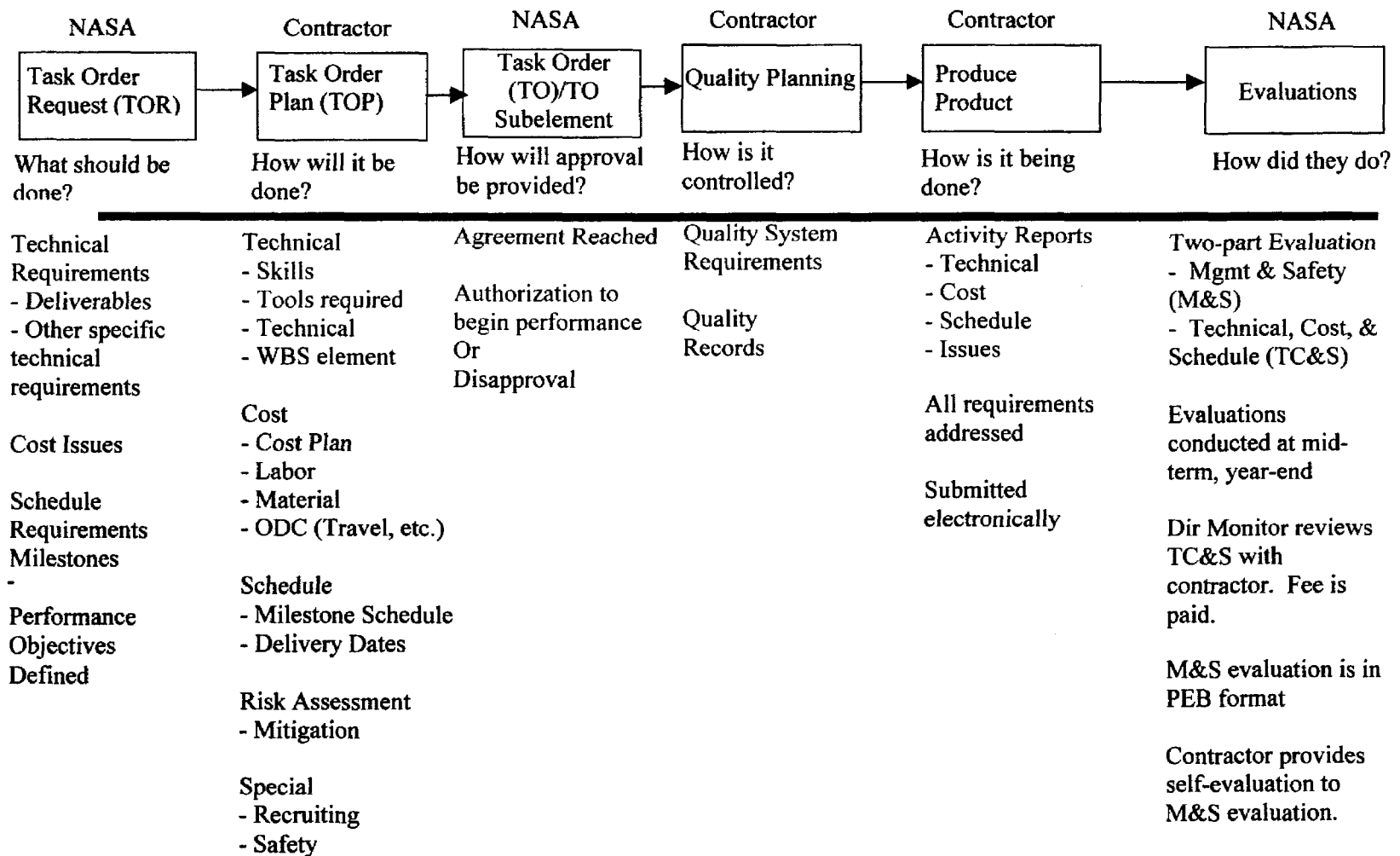
Task Flow Process



Process shall be automated to include electronic routing and approvals.

* Directorate Monitors are assigned to handle internal government data collection and analysis functions.

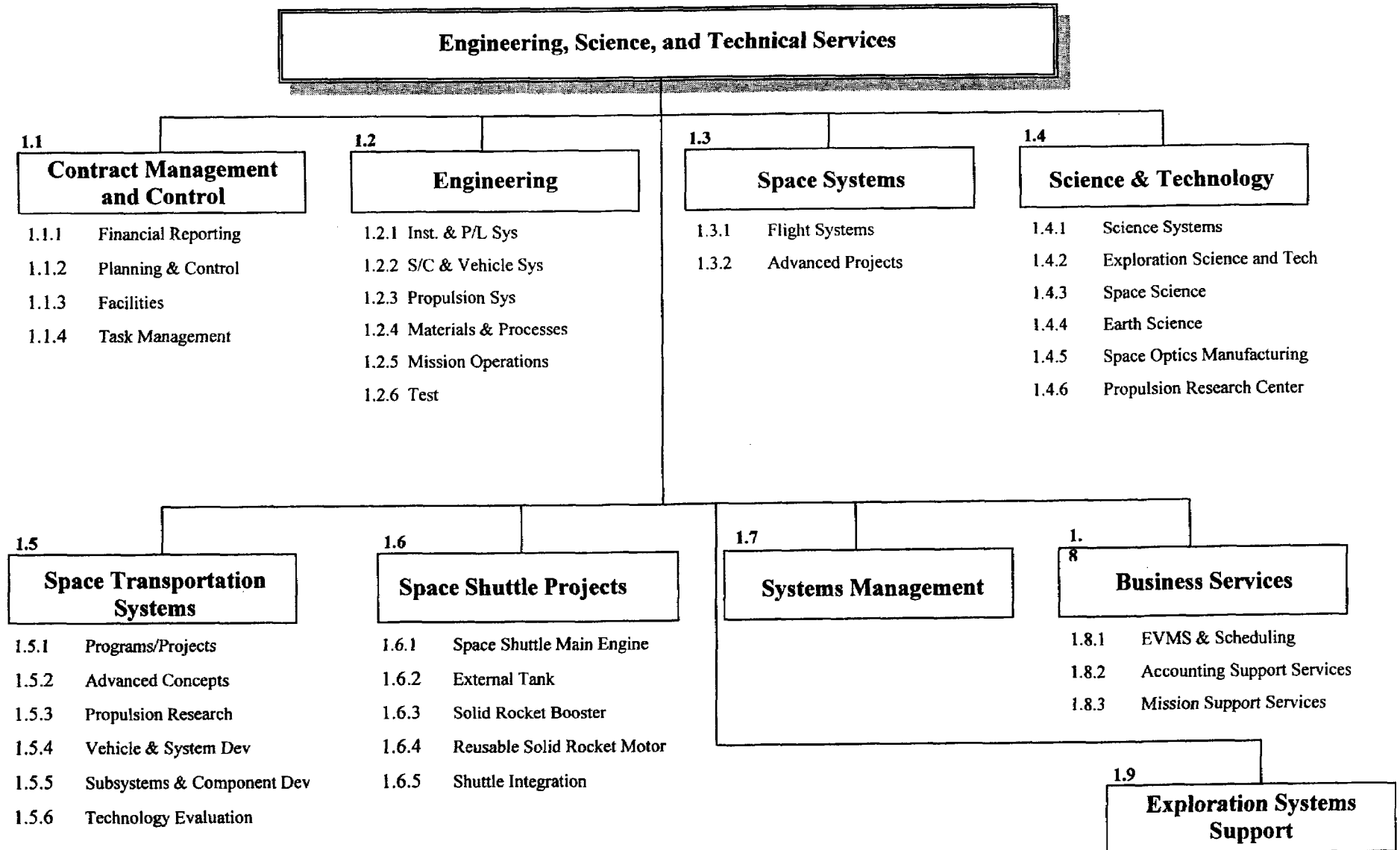
Task Flow Description



TO Revisions signed by NASA and Contractor and tracked through electronic system

Attachment J-11

Work Breakdown Structure



ATTACHMENT J-12
DOD FORM DD 254 CONTRACT SECURITY CLASSIFICATION AND
SPECIFICATION

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <small>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort)</small>				1. CLEARANCE AND SAFEGUARDING A. FACILITY CLASSIFICATION REQUIRED TOP SECRET B. LEVEL OF SAFEGUARDING REQUIRED NONE	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)				3. THIS SPECIFICATION IS: (X and complete as applicable)	
X	a. PRIME CONTRACT NUMBER	-NNM05A094G- NNM05A0350C	X	a. ORIGINAL (Complete date in all cases)	DATE (YYMMDD) 09/22/2005
	b. SUBCONTRACT NO.			b. REVISED (Supersedes all previous specifications)	REVISION NO. DATE (YYMMDD)
	c. SOLICITATION OR OTHER NUMBER	DUE DATE (YYMMDD)		c. FINAL (Complete Item 5 in all cases)	DATE (YYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) code.)					
a. Name, Address and Zip Code		b. CAGE CODE		c. Cognizant Security Office (Name, Address, and Zip Code)	
Jacobs Sverdrup 6703 Odessa Drive Suite 303 Huntsville, AL 35806		1YF97		Defense Security Service, SE Region 2300 Lake Park Drive, Suite 250 Smyrna, GA 30080-7606	
7. SUBCONTRACTOR					
a. Name, Address and Zip Code		b. CAGE CODE		c. Cognizant Security Office (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE					
a. Location		b. CAGE CODE		c. Cognizant Security Office (Name, Address, and Zip Code)	
Marshall Space Flight Center Huntsville, AL 35812		1YF97		DSS Little John Road Redstone Arsenal, AL 35809	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Engineering Science and Technical Service					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:			11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		
	YES	NO		YES	NO
a. Communications Security (COMSEC) Information		X	a. Have Access to Classified Information only at another Contractor's Facility or a Government Activity	X	
b. Restricted Data		X	b. Receive Classified Documents Only		X
c. Critical Nuclear Weapon Design Information		X	c. Receive and Generate Classified Material		X
d. Formerly Restricted Data		X	d. Fabricate, Modify, or Store Classified Hardware		X
e. Intelligence Information:			e. Perform Services only		X
(1) Sensitive Compartmented Information (SCI)		X	f. Have access to U.S. Classified Information Outside the U.S. Puerto Rico, U.S. Possessions and Trust Territories		X
(2) Non-SCI			g. Be Authorized to Use the Services of Defense Technical Information Center (DTIC) or other Secondary Distribution Center	X	
f. Special Access Information		X	h. Require a COMSEC Account		X
g. NATO Information		X	i. Have TEMPEST Requirements		X
h. Foreign Government Information		X	j. Have Operations Security (OPSEC) Requirements		X
i. Limited Dissemination Information		X	k. Be Authorized to use the Defense Courier Service		X
j. For Official Use Only Information	X		l. Other (Specify)		X
k. Other (Specify) ACI/SBU	X				

12. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

☐ Direct ☒ Through (Specify):

Media Relations, Marshall Space Flight Center, MSFC, AL 35812

to the Office of Public Affairs, National Aeronautics and Space Administration, Washington, DC 20546, "for review."
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. **SECURITY GUIDANCE:** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Security clearances and classified access is limited to the purpose of procurement stated in Block 9 of this form. Clearances should be held to the minimum necessary to perform this task.

Specific classification guidance will be provided on specific classified tasks.
The safeguarding requirements of MPG 1600.1 shall be followed.

14. **ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

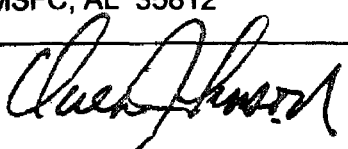
☐ YES ☒ NO

15. **INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas of elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

☐ YES ☒ NO

Except for employees physically assigned to MSFC.

16. **CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL Owen H. Johnson		b. TITLE Manager, Protective Services	c. TELEPHONE (Include Area Code) (256) 544-4539												
d. ADDRESS (Include Zip Code) Marshall Space Flight Center AS50/Protective Services MSFC, AL 35812		17. REQUIRED DISTRIBUTION													
e. SIGNATURE 		<table border="1"><tr><td><input checked="" type="checkbox"/></td><td>a. CONTRACTOR</td></tr><tr><td><input type="checkbox"/></td><td>b. SUBCONTRACTOR</td></tr><tr><td><input checked="" type="checkbox"/></td><td>c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR</td></tr><tr><td><input type="checkbox"/></td><td>d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION</td></tr><tr><td><input checked="" type="checkbox"/></td><td>e. ADMINISTRATIVE CONTRACTING OFFICER</td></tr><tr><td><input type="checkbox"/></td><td>f. OTHERS AS NECESSARY</td></tr></table>		<input checked="" type="checkbox"/>	a. CONTRACTOR	<input type="checkbox"/>	b. SUBCONTRACTOR	<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR	<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION	<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER	<input type="checkbox"/>	f. OTHERS AS NECESSARY
<input checked="" type="checkbox"/>	a. CONTRACTOR														
<input type="checkbox"/>	b. SUBCONTRACTOR														
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR														
<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION														
<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER														
<input type="checkbox"/>	f. OTHERS AS NECESSARY														

ATTACHMENT J-13

SAFETY, HEALTH AND ENVIRONMENTAL PLAN

The approved Safety, Health and Environmental Plan submitted with the Contractor's proposal dated June 20, 2005, and any subsequent approved revisions thereof during the term of the contract, is hereby incorporated in its entirety by reference with the same force and effect as if it were given in full text.

ATTACHMENT J-14

SAFETY HEALTH MANAGEMENT IMPLEMENTATION GUIDE AND ASSESSMENT MATRIX

Score	Commitment and Involvement (Element 1)		Worksite System and Analysis (Element 2)	Hazard Prevention and Control (Element 3)	Safety and Health Training (Element 4)
	A. Management	B. Employee			
10	Benchmarking indicates "best in Class." In areas of visible management leadership, responsibility/accountability, meaningful metrics, and incentive/recognition systems.	Employees fully involved, safety committees functioning well, is a complete behavior process functioning at least one year, employees involved in process planning and risk assessment.	All subelements fully in place and functioning well for at least one year.	All programs and subelements fully functioning for one year. Strong professional support.	All training processes functioning, all levels of personnel trained to identified needs, management training ongoing.
9	All subelements are in place and functioning well, but have as yet to reach full maturity.	All processes functioning but for limited time, employees involved to great extent.	All subelements in place, employees actively participating.	All programs and subelements in place and functioning.	All training processes established, management initial training complete.
8	One subelement not fully in place but all are being implemented.	Most processes in place, employee involvement growing.	All subelements functioning, employee participation growing.	At least five subelements functioning and one in final stage of implementation.	Most personnel trained to identified needs, training recordkeeping and recall system functioning.
7	Two subelements not fully implemented. Implementation in process on all elements. Employee participation and commitment widespread.	Process activities expanding through organization. Committees and teams functioning.	At least five subelements functioning and remainder established.-	+At least four subelements functioning, remaining two developing.	Management and supervisor training in process, specialized training in process.
6	All subelements in process or in place. Strong management leadership and commitment begun, metric systems in place, resourcing appropriate.	Employee representatives functioning, joint committees functioning, participating in risk assessment and accident investigation.	At least four subelements functioning and remaining three in process, employee participation beginning to spread through organization.	Medical and safety programs strengthening. Emergency preparedness program established and exercised.	Management training in process developed, supervisor training developed, training recordkeeping and recall system developed.
5	Management commitment and leadership accepted by workers, worker participation and commitment begun, metric system.	Employee representatives appointed/elected, committees beginning to perform functions (investigation, analysis, process improvement).	All subelements established, employees beginning to participate.	Rules written, medical and safety programs developing. Personal Protective Equipment adequate.	Training template completed for all personnel, training needs identified, process development begun, recordkeeping and recall system being developed.
4	Management commitment and leadership flowing down to workers, metric systems being developed, incentive/recognition system in process.	All processes being established, involvement and awareness enhancement growing.	At least five subelements initiated including self-assessment, hazard reporting, mishap close call investigations.	Rules in process, emergency preparedness program being developed.	Training development in process, specialized training established. Mandatory training in process
3	Generally good management commitment	All process needs identified, awareness	Job Hazard analysis established,	Medical program initiated, safety and	Training needs evaluation complete,

Score	Commitment and Involvement (Element 1)		Worksite System and Analysis (Element 2)	Hazard Prevention and Control (Element 3)	Safety and Health Training (Element 4)
	A. Management	B. Employee			
	and leadership, implementation plans approved for all elements	and involvement enhancement activities begun.	investigations strengthened and include employee	health program initiated.	training templates in process, recordkeeping and recall system needs to be established
2	Management exhibits some aspects of leadership, accountability systems not well defined, employee participation framework defined, limited metrics.	Committees established, little activity, employee involvement beginning, awareness of process started.	Plans established to implement all subelements, at least two subelements beginning to function.	Personal protective equipment requirements established and being enforced, plans developed for other elements.	Training needs evaluation begun, training template forms developed.
1	Subelements have not been established to any significant extent, management leadership is lacking, little or no employee participation	No committees, little or no employee involvement, no process, little process planning.	Two or fewer subelements established, no self-inspection, shallow accident investigation process.	Few or no programs or subelements established, few written rules, limited enforcement.	Training needs not established, no management training, limited or no supervisor training.

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ATTACHMENT J-15

RESERVED

ATTACHMENT 16

RESERVED

ATTACHMENT 17

WAGE DETERMINATION

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
ORIGINAL SIGNED BY:		Wage Determination No.: 1994-2007
William W. Gross		Revision No.: 30
Director		Date Of Revision: 05/23/2005

States: Alabama, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, **Madison**, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.60
01012 - Accounting Clerk II	12.77
01013 - Accounting Clerk III	14.62
01014 - Accounting Clerk IV	16.77
01030 - Court Reporter	17.16
01050 - Dispatcher, Motor Vehicle	15.10
01060 - Document Preparation Clerk	12.47
01070 - Messenger (Courier)	8.14
01090 - Duplicating Machine Operator	12.47
01110 - Film/Tape Librarian	10.72
01115 - General Clerk I	9.11
01116 - General Clerk II	10.25
01117 - General Clerk III	11.18
01118 - General Clerk IV	13.15
01120 - Housing Referral Assistant	17.51
01131 - Key Entry Operator I	10.29
01132 - Key Entry Operator II	12.26
01191 - Order Clerk I	10.22
01192 - Order Clerk II	13.88
01261 - Personnel Assistant (Employment) I	10.10
01262 - Personnel Assistant (Employment) II	13.31
01263 - Personnel Assistant (Employment) III	14.87
01264 - Personnel Assistant (Employment) IV	16.10
01270 - Production Control Clerk	16.82
01290 - Rental Clerk	10.72
01300 - Scheduler, Maintenance	15.32
01311 - Secretary I	15.32
01312 - Secretary II	17.16
01313 - Secretary III	19.14
01314 - Secretary IV	21.27
01315 - Secretary V	23.54
01320 - Service Order Dispatcher	12.80
01341 - Stenographer I	13.51
01342 - Stenographer II	15.32
01400 - Supply Technician	21.27
01420 - Survey Worker (Interviewer)	16.43
01460 - Switchboard Operator-Receptionist	10.37
01510 - Test Examiner	17.16

01520 - Test Proctor	17.16
01531 - Travel Clerk I	9.37
01532 - Travel Clerk II	9.92
01533 - Travel Clerk III	10.58
01611 - Word Processor I	12.27
01612 - Word Processor II	13.77
01613 - Word Processor III	15.39

03000 - Automatic Data Processing Occupations

03010 - Computer Data Librarian	13.06
03041 - Computer Operator I	13.22
03042 - Computer Operator II	17.17
03043 - Computer Operator III	18.39
03044 - Computer Operator IV	23.48
03045 - Computer Operator V	26.39
03071 - Computer Programmer I (1)	19.93
03072 - Computer Programmer II (1)	23.89
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.22

05000 - Automotive Service Occupations

05005 - Automotive Body Repairer, Fiberglass	17.50
05010 - Automotive Glass Installer	15.94
05040 - Automotive Worker	15.94
05070 - Electrician, Automotive	16.73
05100 - Mobile Equipment Servicer	14.45
05130 - Motor Equipment Metal Mechanic	17.50
05160 - Motor Equipment Metal Worker	15.94
05190 - Motor Vehicle Mechanic	15.98
05220 - Motor Vehicle Mechanic Helper	12.52
05250 - Motor Vehicle Upholstery Worker	15.22
05280 - Motor Vehicle Wrecker	15.94
05310 - Painter, Automotive	15.28
05340 - Radiator Repair Specialist	15.94
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	17.50

07000 - Food Preparation and Service Occupations

(not set) - Food Service Worker	8.09
07010 - Baker	10.84
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.57
07130 - Meat Cutter	12.41
07250 - Waiter/Waitress	6.82

09000 - Furniture Maintenance and Repair Occupations

09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09070 - Furniture Refinisher	17.56
09100 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56

11030 - General Services and Support Occupations

11030 - Cleaner, Vehicles	8.16
11060 - Elevator Operator	8.06
11090 - Gardener	12.11
11121 - House Keeping Aid I	7.13
11122 - House Keeping Aid II	8.62
11150 - Janitor	8.06
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	6.63
11270 - Pest Controller	12.10
11300 - Refuse Collector	10.21
11330 - Tractor Operator	12.08
11360 - Window Cleaner	8.24

12000 - Health Occupations

12020 - Dental Assistant	13.87
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.33
12071 - Licensed Practical Nurse I	12.46
12072 - Licensed Practical Nurse II	14.00
12073 - Licensed Practical Nurse III	15.68
12100 - Medical Assistant	9.81
12130 - Medical Laboratory Technician	13.21
12160 - Medical Record Clerk	11.28
12190 - Medical Record Technician	13.60
12221 - Nursing Assistant I	8.09
12222 - Nursing Assistant II	9.09
12223 - Nursing Assistant III	9.92
12224 - Nursing Assistant IV	11.13
12250 - Pharmacy Technician	12.24
12280 - Phlebotomist	11.89
12311 - Registered Nurse I	19.83
12312 - Registered Nurse II	24.27
12313 - Registered Nurse II, Specialist	24.27
12314 - Registered Nurse III	29.36
12315 - Registered Nurse III, Anesthetist	29.36
12316 - Registered Nurse IV	35.18

13000 - Information and Arts Occupations

13002 - Audiovisual Librarian	21.15
13011 - Exhibits Specialist I	17.77
13012 - Exhibits Specialist II	21.76
13013 - Exhibits Specialist III	26.45
13041 - Illustrator I	17.77
13042 - Illustrator II	21.76
13043 - Illustrator III	26.45
13047 - Librarian	20.75
13050 - Library Technician	14.67
13071 - Photographer I	13.58
13072 - Photographer II	15.68
13073 - Photographer III	18.78
13074 - Photographer IV	22.96
13075 - Photographer V	27.87

15000 - Laundry, Dry Cleaning, Pressing and Related Occupations

15010 - Assembler	7.13
15030 - Counter Attendant	7.13
15040 - Dry Cleaner	8.95
15070 - Finisher, Flatwork, Machine	7.13
15090 - Presser, Hand	7.13
15100 - Presser, Machine, Drycleaning	7.13
15130 - Presser, Machine, Shirts	7.13

15160 - Presser, Machine, Wearing Apparel, Laundry	7.51
15190 - Sewing Machine Operator	9.46
15220 - Tailor	9.89
15250 - Washer, Machine	7.73
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	19.44
19040 - Tool and Die Maker	23.71
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.80
21020 - Material Coordinator	16.82
21030 - Material Expediter	16.82
21040 - Material Handling Laborer	10.29
21050 - Order Filler	10.87
21071 - Forklift Operator	14.82
21080 - Production Line Worker (Food Processing)	12.73
21100 - Shipping/Receiving Clerk	12.72
21130 - Shipping Packer	12.72
21140 - Store Worker I	10.15
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.77
21210 - Tools and Parts Attendant	14.82
21400 - Warehouse Specialist	14.00
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	17.44
23050 - Aircraft Quality Control Inspector	24.45
23060 - Aircraft Servicer	19.34
23070 - Aircraft Worker	20.27
23100 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.66
23125 - Cable Splicer	19.76
23130 - Carpenter, Maintenance	17.56
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	22.67
23181 - Electronics Technician, Maintenance I	16.30
23182 - Electronics Technician, Maintenance II	25.55
23183 - Electronics Technician, Maintenance III	26.62
23260 - Fabric Worker	16.54
23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72
23340 - Fuel Distribution System Mechanic	18.79
23370 - General Maintenance Worker	16.43
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.38
23430 - Heavy Equipment Mechanic	18.38
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	18.79
23470 - Laborer	10.30
23500 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	16.92
23580 - Maintenance Trades Helper	14.41
23640 - Millwright	18.79
23700 - Office Appliance Repairer	18.04
23740 - Painter, Aircraft	17.56
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	18.59
23800 - Plumber, Maintenance	17.76
23820 - Pneudraulic Systems Mechanic	18.79
23850 - Rigger	18.79

23870 - Scale Mechanic	17.29
23890 - Sheet-Metal Worker, Maintenance	18.38
23910 - Small Engine Mechanic	16.75
23930 - Telecommunication Mechanic I	18.38
23931 - Telecommunication Mechanic II	20.21
23950 - Telephone Lineman	18.38
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.79
23970 - Woodcraft Worker	18.79
23980 - Woodworker	16.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.07
24580 - Child Care Center Clerk	8.83
24600 - Chore Aid	6.95
24630 - Homemaker	11.20
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.86
25040 - Sewage Plant Operator	17.87
25070 - Stationary Engineer	18.86
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	17.56
27000 - Protective Service Occupations	
(not set) - Police Officer	16.91
27004 - Alarm Monitor	11.83
27006 - Corrections Officer	14.08
27010 - Court Security Officer	14.49
27040 - Detention Officer	14.08
27070 - Firefighter	11.64
27101 - Guard I	9.95
27102 - Guard II	12.55
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.78
28020 - Hatch Tender	15.78
28030 - Line Handler	15.78
28040 - Stevedore I	12.83
28050 - Stevedore II	15.54
29000 - Technical Occupations	
21150 - Graphic Artist	19.60
29010 - Air Traffic Control Specialist, Center (2)	31.69
29011 - Air Traffic Control Specialist, Station (2)	21.85
29012 - Air Traffic Control Specialist, Terminal (2)	24.07
29023 - Archeological Technician I	15.69
29024 - Archeological Technician II	17.56
29025 - Archeological Technician III	21.76
29030 - Cartographic Technician	22.32
29035 - Computer Based Training (CBT) Specialist/ Instructor	30.38
29040 - Civil Engineering Technician	20.75
29061 - Drafter I	13.99
29062 - Drafter II	15.69
29063 - Drafter III	17.77
29064 - Drafter IV	21.76
29081 - Engineering Technician I	12.79
29082 - Engineering Technician II	15.89
29083 - Engineering Technician III	19.09
29084 - Engineering Technician IV	26.34

29085 - Engineering Technician V	30.74
29086 - Engineering Technician VI	37.17
29090 - Environmental Technician	20.17
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	20.67
29210 - Laboratory Technician	16.70
29240 - Mathematical Technician	23.77
29361 - Paralegal/Legal Assistant I	14.55
29362 - Paralegal/Legal Assistant II	18.40
29363 - Paralegal/Legal Assistant III	22.45
29364 - Paralegal/Legal Assistant IV	27.17
29390 - Photooptics Technician	22.75
29480 - Technical Writer	23.07
29491 - Unexploded Ordnance (UXO) Technician I	20.14
29492 - Unexploded Ordnance (UXO) Technician II	24.37
29493 - Unexploded Ordnance (UXO) Technician III	29.21
29494 - Unexploded (UXO) Safety Escort	20.14
29495 - Unexploded (UXO) Sweep Personnel	20.14
29620 - Weather Observer, Senior (3)	18.79
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.39
29622 - Weather Observer, Upper Air (3)	18.39
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	12.67
31260 - Parking and Lot Attendant	8.86
31290 - Shuttle Bus Driver	11.97
31300 - Taxi Driver	9.91
31361 - Truckdriver, Light Truck	12.67
31362 - Truckdriver, Medium Truck	15.61
31363 - Truckdriver, Heavy Truck	16.26
31364 - Truckdriver, Tractor-Trailer	16.26
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	7.48
99030 - Cashier	8.30
99041 - Carnival Equipment Operator	8.93
99042 - Carnival Equipment Repairer	9.38
99043 - Carnival Worker	7.40
99050 - Desk Clerk	6.90
99095 - Embalmer	20.14
99300 - Lifeguard	10.58
99310 - Mortician	20.14
99350 - Park Attendant (Aide)	13.29
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.58
99500 - Recreation Specialist	11.14
99510 - Recycling Worker	12.22
99610 - Sales Clerk	10.08
99620 - School Crossing Guard (Crosswalk Attendant)	9.47
99630 - Sport Official	10.58
99658 - Survey Party Chief (Chief of Party)	13.77
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.61
99660 - Surveying Aide	8.48
99690 - Swimming Pool Operator	12.94
99720 - Vending Machine Attendant	11.29
99730 - Vending Machine Repairer	12.94
99740 - Vending Machine Repairer Helper	11.29

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition.

NOTE: These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry

cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

ATTACHMENT J-18

ACRONYM LIST

ACH	Automated Clearing House
ACO	Administrative Contracting Officer
AEE	Advanced Engineering Environment
ASME	American Society of Mechanical Engineers
ATMS	Automated Task Management System
ATP	Authorization to Proceed
BA	Business Analyst
BLM	Bureau of Land Management
BS	Bachelor of Science
CAD	Computer-Aided Design
CAM	Computer-Aided Modeling
CAS	Cost Accounting Standards
CBA	Collective Bargaining Agreements
CBI	Confidential Business Information
CBL	Commercial Bills of Lading
CCR	Central Contractor Registration (Section K.1)
CCR	Contractor Cost Report (Attachment J-2)
CCS	Center Chief of Security
CD	Compact Disk
CD-R	Compact Disk-Read Only
CFR	Code of Federal Regulations
CM	Configuration Management
CO	Contracting Officer
COI	Conflict of Interest
COM	Cost of Money
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-The-Shelf
CPR	Core Program Requirements
CR	Contractor Reports
CY	Contract Year
D.C.	District of Columbia
DCAA	Defense Contract Audit Agency
DCL	Document Change Log
DLSC	Defense Logistics Services Center
DMMS	Dynamic Memory Management Systems
DO	Priority Rating Symbol (Critical to National Defense)
DOD	Department of Defense
DOL	Department of Labor
DOT	Department of Transportation
DPD	Data Procurement Document
DRD	Data Requirement Description
DRL	Data Requirements List

DUNS	Data Universal Numbering System
DVD	Digital Video Disk
EAR	Export Administration Regulations
ECLSS	Environmental Control and Life Support System
ECP	Engineering Change Proposal
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
ES	Engineer/Scientist
ESMD	Exploration Systems Mission Directorate
ESTS	Engineering, Science, and Technical Services
ET	External Tank
FAR	Federal Acquisition Regulation
FC	Fingerprint Card
FDO	Fee Determination Official
FICA	Federal Insurance Contribution Act
FM	Flight Module
F.O.B.	Free on Board
FSCATS	Forth Source Code Analysis Tool Set
FTE	Full Time Equivalent
FUI	Federal Unemployment Insurance
FY	Fiscal Year
G&A	General and Administrative
GAO	Government Accountability Office
GFSSP	Generalized Fluid System Simulation Program
GN&C	Guidance, Navigation, and Control
GSA	General Services Administration
HBCU/OIM	Historically Black Colleges and Universities/Other Minority Institutions
HPGL	Hewlett-Packard Graphic Language
HR	Hour
HUBZone	Historically Under-Utilized Business Zone
IDIQ	Indefinite Delivery/Indefinite Quantity
IRS	Internal Revenue Service
ISPT	In-Space Propulsion Technologies
ISO	International Standards Organization
ISTA	In-Space Technology Assessment
IT	Information Technology
ITAR	International Traffic in Arms Regulations
JD/Q	Job Description/Qualification
JHA	Job Hazard Analysis
JSC	Johnson Space Center
LMRU	Lunar and Martian Resource Utilization
LOCAD	Laboratory on a Chip Application and Design
LTIR	Lost Time Incident Rate
MAPTIS	Materials and Properties Technical Information System
MBA	Masters of Business Administration

MCMS	Marshall Calibration Management System
MIL	Military
MIUL	Material Identification Usage List
MMH	Mono-methyl hydrazine
MMTF	Materials Mechanical Test Facility
MPD	Marshall Policy Directive
MPLM	Multipurpose Logistics Module
MPR	Marshall Procedural Requirement
MON	Mixed Oxides of Nitrogen
MSFC	Marshall Space Flight Center
MWI	Marshall Work Instruction
NAC	National Agency Check
NAIC	North American Industrial Classification
NAICS	North American Industrial Classification System
NASA	National Aeronautics Space Administration
NFNMS	Foreign National Management System
NFS	NASA FAR Supplement
NHB	NASA Handbook
NPR	NASA Procedures and Requirements
NRRS	NASA Records Retention Schedule
NSSC	NASA Shared Services Center
NTE	Not to Exceed
O&M	Operations and Maintenance
OCI	Organizational Conflict of Interest
ODC	Other Direct Costs
ODIN	Outsourcing Desktop Initiative for NASA
OGA	Oxygen Generation Assembly
OMB	Office of Management and Budget
ORCA	On-Line Representations and Certifications Application
OSDBU	Office of Small Disadvantaged Business Utilization
OSHA	Occupational Safety and Health Administration
PC	Personal Computer
PEB	Performance Evaluation Board
PH.D	Doctor of Philosophy
PPA	Pollution Prevention Act
PPE	Personnel Protective Equipment
PR	Purchase Request
PRL	Page Revision Log
PWS	Performance Work Statement
QUERYS	Quick and Unusually Easy Repository Search
RFP	Request For Proposal
RFR	Request For Request
RTF	Return to Flight
S&MA	Safety and Mission Assurance
SAIC	Science Applications International Corporation
SAP	Systems Application and Product

SBA	Small Business Administration
SBIR	Small Business Innovative Research
SCA	Service Contract Act
SDB	Small Disadvantaged Business
SE	Sustaining Engineering
SEB	Source Evaluation Board
SEE	Space Environments and Effect
SEMO	Supply and Equipment Management Office
SF	Standard Form
SHE	Safety, Health, and Environmental
SIC	Standard Industrial Classification (Section L)
SIC	Standard Industry Code
SLOCC	Source Lines of Code Count
SME	Subject Matter Expert
SOPs	Standard Operating Procedures
SOW	Statement of Work
SR	Subtask Request
SRB	Solid Rocket Booster
SRM	Solid Rocket Motor
SSME	Space Shuttle Main Engine
SSPPO	Space Science Programs/Projects Office
STPPO	Space Transportation Programs/Projects Office
STD	Standard
SUI	State Unemployment Insurance
TA	Technology Area
TAG	Technical Advisory Group
TBD	To Be Determined
TIN	Taxpayer Identification Number
TN	Technician
TPS	Thermal Protection System
TO	Task Order
TOP	Task Order Plan
TOR	Task Order Request
TRL	Technology Readiness Level
UPN	Unique Project Number
USC	United States Code
WBS	Work Breakdown Structure
WRS	Water Recovery System
WSTF	White Sands Test Facility