

CONTRACT NNL07AA00B

(Contract)

The following information has been determined to be exempt from disclosure and has been deleted from the contract:

- Exhibit G – Organizational Conflicts of Interest Mitigation Plan
- Exhibit H – Quality Plan
- Exhibit I – Safety and Health Plan
- Exhibit K – Information Technology (IT) Security Plan

The Safety and Health Plan, IT Security Plan, and Quality Plan are replete with proprietary information. Because there are no reasonably segregable portions that are subject to release, these plans are being withheld in their entirety.

The deleted material is exempt from disclosure under 14 C.F.R. 1206.300(b)(4) which covers trade secrets and commercial or financial information obtained from a person and privileged and confidential information. It has been held that commercial or financial material is “confidential” for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government’s ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, National Parks and Conservation v. Morton, 498 F2d 765 (D.C. Cir. 1974). Certain portions of Exhibit H - IT System Security Plan for NASA Technology Transfer System have also been determined to be exempt from disclosure and have been deleted under FOIA Exemption 2, which exempts from mandatory disclosure records that are "related solely to the internal personnel rules and practices of an agency. Computer Security Plans that all federal agencies are required by law to prepare may be withheld under FOIA Exemption 2 to prevent unauthorized access to information which could result in altercation, loss, damage or destruction of data contained in a computer system.

SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING DO-C9	PAGE 1 OF 51 Plus Exhibits A - L

2. CONTRACT NO. NNL07AA00B	3. SOLICITATION NO. NNL06148457R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED June 21, 2006	6. REQUISITION/PURCHASE NO. 4200148457
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7. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681	CODE	8. ADDRESS OFFER TO (If other than Item 7) National Aeronautics and Space Administration Langley Research Center MS 144/Bid Distribution Office 9A Langley Boulevard, Building 1195A Room 124 Hampton, VA 23681-2199
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NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 12 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 **9A Langley Boulevard, Building 1195A Room 124** until **4:00 p.m.** local time, on **July 31, 2006**.
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Roberta I. Hollifield	B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE: (757) NUMBER: 864-2521 EXT.	C. EMAIL ADDRESS Roberta.I.Hollifield@nasa.gov
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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 _____ 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 %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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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

15. NAME AND ADDRESS OF OFFEROR Swales Aerospace 5050 Powder Mill Road Beltsville, MD 20705	CODE 8V543	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Arthur Chomas Vice President, Engineering Services
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15B. TELEPHONE NO. (Include area code) 301-902-4330	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED See Section B.2	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION See Page 1a
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input checked="" 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)	ITEM Section G.3
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24. ADMINISTERED BY (If other than Item 7) National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	CODE	25. PAYMENT WILL BE MADE BY NASA Langley Research Center MS 175/Accounts Payable and Employee Services Branch Hampton, VA 23681-2199	CODE
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26. NAME OF CONTRACTING OFFICER (Type or print) Susan E. McClain	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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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 B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED (LaRC 52.211-90) (MAY 1999)

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform the requirements delineated in the Performance Work Statement (PWS), Section J Exhibit A as listed below.

Contract Line Item Numbers (CLINs):

CLIN 1 Phase-In Period. Phase-In is the period from the effective date of the contract to the contract performance start date.

CLIN 2 The Government will order services under this CLIN by issuance of Cost-Plus-Award-Fee Task Orders, pursuant to Section H.6, Task Ordering Procedure (NFS 1852.216-80)

CLIN 3 The Government will order services under this CLIN by issuance of Firm-Fixed-Price Task Orders, pursuant to Section H.6, Task Ordering Procedure (NFS 1852.216-80)

B.2 MINIMUM AND MAXIMUM INDEFINITE-DELIVERY/INDEFINITE-QUANTITY (IDIQ) CONTRACT VALUE (Applicable to all CLINs)

The guaranteed minimum quantity of work which will be required under this contract (CLIN 2 and CLIN 3), and which will be initiated through the issuance of Task Orders, shall be \$1,000,000. There will be no further obligation on the part of the Government to issue additional Task Orders thereafter. The total maximum value is \$200,000,000 for the five year potential period of performance.

B.3 PHASE-IN PERIOD (Applicable to CLIN 1)

The total firm-fixed-price for CLIN 1 of this contract is [REDACTED]

B.4 TASK ORDERS (Applicable to CLIN 2 and CLIN 3)

(a) The total estimated cost and award fee for CLIN 2 Task Orders will be set forth on the individual Task Orders.

(b) The total firm-fixed-price for CLIN 3 Task Orders will be set forth on the individual Task Orders.

B.5 AWARD FEE FOR CLIN 2 TASK ORDERS (Applicable to CLIN 2)

- (a) The Award Fee Evaluation Plan is contained as Section J Exhibit B to this contract.
- (b) The maximum award fee available to the Contractor on each Task Order will be established by applying a fixed amount of [REDACTED] to the total estimated (not actual) cost of each Task Order agreed upon by both parties at the time of issuance.
- (c) The award fee available for each evaluation period will be determined based on the Task Orders projected to be performed during that period. If a Task Order is projected to be started and completed during a particular evaluation period, then the award fee for that particular Task Order will be included in the award fee available for that period only. If a Task Order is started in a particular evaluation period and projected to extend beyond that period, then the award fee for that particular Task Order will be distributed across the appropriate evaluation period consistent with Section H.6(d)(2)(ix), "Task Ordering Procedure". At the end of each evaluation period, the actual earned award fee will be specified in the contract by modification.

B.6 PROFIT FOR CLIN 3 TASK ORDERS (Applicable to CLIN 3)

Profit will be negotiated as part of the total price on each CLIN 3 Task Order.

B.7 SCHEDULE OF RATES FOR TASK ORDERS (Applicable to CLIN 2 and CLIN 3)

- (a) The Contractor shall use the Schedule of Rates set forth in Section J Exhibit C for:
- (1) Establishing the estimated cost for each CLIN 2 Task Order issued.
 - (2) Establishing the price for each CLIN 3 Task Order issued.
- (b) Labor categories may be added upon bilateral agreement provided the technical requirements warrant additions.
- (c) The Schedule of Rates established in Section J Exhibit C does not include labor costs for Subject Matter Experts as defined in Section J Exhibit L. The labor costs for Subject Matter Experts will be negotiated on an individual Task Order basis. However, in no case, shall the negotiated cost exceed the Limitation on Executive Compensation as set forth in FAR 31.205-6(p). The Contractor shall use the indirect rates established in Section J Exhibit C for the Subject Matter Experts in establishing the estimated cost for CLIN 2 Task Orders or the price for CLIN 3 Task Orders.

B.8 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (Applicable to all CLINS)

- (a) Phase-In costs: [REDACTED]
- (b) CLIN 2 Task Orders:
- (1) For purposes of payment of cost, exclusive of fee, in accordance with FAR 52.232-22, "Limitation of Funds" clause, the total amount allotted by the Government for CLIN 2 is

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

The Performance Work Statement is located in Section J, Exhibit A

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

The following contract clauses are applicable to all CLINs:

(1) Federal Acquisition Regulation (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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No FAR Clauses are included in this section by reference.

(2) NASA FAR Supplement (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
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1852.211-70	SEP 2005	PACKAGING, HANDLING, AND TRANSPORTATION
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[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

(a) *The following contract clauses are applicable to all CLINs:*

(1) Federal Acquisition Regulation (48 CFR CHAPTER 1)

CLAUSE
NUMBER DATE TITLE

No FAR Clauses are included in this section by reference.

(2) NASA FAR Supplement (48 CFR CHAPTER 18)

CLAUSE
NUMBER DATE TITLE

No NASA FAR Supplement Clauses are included in this section by reference.

(b) *The following contract clauses are applicable to CLIN 2:*

(1) Federal Acquisition Regulation (48 CFR CHAPTER 1)

CLAUSE
NUMBER DATE TITLE

52.246-3	MAY 2001	INSPECTION OF SUPPLIES—COST-REIMBURSEMENT
52.246-5	APR 1984	INSPECTION OF SERVICES—COST-REIMBURSEMENT

(2) NASA FAR Supplement (48 CFR CHAPTER 18)

CLAUSE
NUMBER DATE TITLE

No NASA FAR Supplement Clauses are included in this section by reference.

(c) *The following contract clauses are applicable to CLIN 1 and CLIN 3:*

(1) Federal Acquisition Regulation (48 CFR CHAPTER 1)

CLAUSE
NUMBER DATE TITLE

52.246-2	AUG 1996	INSPECTION OF SUPPLIES—FIXED-PRICE
52.246-4	AUG 1996	INSPECTION OF SERVICES—FIXED-PRICE

(2) NASA FAR Supplement (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
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No NASA FAR Supplement Clauses are included in this section by reference.

**E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FAR 52.246-11) (FEB 1999)
(Applicable to all CLINs)**

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

Title:

ANSI/ISO/ASQC Q ISO 9001, Quality Management Systems Requirements
AS9100 Quality Management Systems – Aerospace – Requirements
Capability Maturity Model Integration (CMMI®-SE/SW) Capability Level 2 or higher

**E.3 MATERIAL INSPECTION AND RECEIVING REPORT (NFS 1852.246-72) (AUG 2003)
(Applicable to CLIN 2 and CLIN 3)**

[Note: This clause applies only when the deliverable is other than a report]

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in 5 copies, an original and 4 copies.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

**E.4 HUMAN SPACE FLIGHT ITEM (MAR 1997) (NFS 1852.246-73) (Applicable to CLIN 2
and CLIN 3)**

[Note: Applicable only when invoked by the Contracting Officer in individual Task Orders]

The Contractor shall include the following statement in all subcontracts and purchase orders placed by it in support of this contract, without exception as to amount or subcontract level:

"FOR USE IN HUMAN SPACE FLIGHT; MATERIALS, MANUFACTURING, AND WORKMANSHIP OF HIGHEST QUALITY STANDARDS ARE ESSENTIAL TO ASTRONAUT SAFETY.

IF YOU ARE ABLE TO SUPPLY THE DESIRED ITEM WITH A HIGHER QUALITY THAN THAT OF THE ITEMS SPECIFIED OR PROPOSED, YOU ARE REQUESTED TO BRING THIS FACT TO THE IMMEDIATE ATTENTION OF THE PURCHASER."

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

(a) The following contract clauses are applicable to all CLINs:(1) Federal Acquisition Regulation (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.247-34	NOV 1991	F.O.B. DESTINATION

(2) NASA FAR Supplement (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
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No NASA FAR Supplement Clauses are included in this section by reference.

(b) The following contract clauses are applicable to CLIN 2:(1) Federal Acquisition Regulation (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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52.242-15	APR 1984	STOP-WORK ORDER (ALTERNATE I)
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(2) NASA FAR Supplement (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
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No NASA FAR Supplement Clauses are included in this section by reference.

(c) The following contract clauses are applicable to CLIN 3:(1) Federal Acquisition Regulation (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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52.242-15	AUG 1989	STOP-WORK ORDER
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(2) NASA FAR Supplement (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
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No NASA FAR Supplement Clauses are included in this section by reference.

F.2 PERIOD OF PERFORMANCE (LaRC 52.211-91) (NOV 2002) (Applicable to all CLINs)

The period of performance of this contract shall be 60 months from the effective date of the contract. The effective date of this contract is the start of the 45-day Phase-In Period. The contract performance start date is the 46th day after the effective date of this contract. The effective date of this contract is December 5, 2006.

F.3 DELIVERY REQUIREMENTS (LaRC 52.211-96) (APR 2002) (Applicable to CLIN 2 and CLIN 3)

Delivery shall be F.O.B. destination to the location(s) specified in each Task Order.

F.4 PLACE(S) OF PERFORMANCE (LaRC 52.211-98) (OCT 1992) (Applicable to all CLINs)

The place(s) of performance shall be:

NASA Langley Research Center, Hampton, Virginia, the Contractor's facility, and other sites as may be designated in a Task Order.

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

(a) The following contract clauses are applicable to all CLINs:

- (1) Federal Acquisition Regulation (48 CFR CHAPTER 1)

CLAUSE
NUMBER DATE TITLE

No FAR Clauses are included in this section by reference.

- (2) NASA FAR Supplement (48 CFR CHAPTER 18)

CLAUSE
NUMBER DATE TITLE

1852.227-70	MAY 2002	NEW TECHNOLOGY
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT

(b) The following contract clauses are applicable to CLIN 2:

- (1) Federal Acquisition Regulation (48 CFR CHAPTER 1)

CLAUSE
NUMBER DATE TITLE

No FAR Clauses are included in this section by reference None included by reference.

- (2) NASA FAR Supplement (48 CFR CHAPTER 18)

CLAUSE
NUMBER DATE TITLE

1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES
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(c) The following contract clauses are applicable to CLIN 3:**(1) Federal Acquisition Regulation (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
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No FAR Clauses are included in this section by reference.

(2) NASA FAR Supplement (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
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No NASA FAR Supplement Clauses are included in this section by reference.

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

(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 the Award Fee Plan contained as Section J Exhibit B to this contract. 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 LaRC Office of the Chief Financial Officer, Accounts Payable & Employee Services Branch will make payment based on the issuance of unilateral modification by the Contracting Officer.

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

(e) The maximum award fee which can be awarded in each evaluation period will be governed by Section B.5, Award Fee Task Orders. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f) (1) Provisional award fee payments will not be made under this contract pending the determination of the amount of fee earned for an evaluation period.

(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.

**G.3 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998)
(Applicable to all CLINs)**

(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 Langley Research Center
MS 175/ Accounts Payable and Employee Services Branch
Hampton, VA 23681-2199

(2) For any period that the Defense Contract Audit Agency 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, the Contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035A, or equivalent Contractor's attachment to:

DCAA Regional Office
Defense Contract Audit Agency, Columbia Branch Office
One Mall North, Suite 200, 10025 Governor Warfield Parkway
Columbia, MD 21044
E-mail: dcaa-fao6311@dcaa.mil
Phone: (410)964-2060
Fax: (410)997-3237

(2) Three 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) 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 shall be forwarded to:

NASA Langley Research Center
 MS 175/ Accounts Payable and Employee Services Branch
 Hampton, VA 23681-2199

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.

G.4 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NASA 1852.227-72) (JUL 1997) (Applicable to all CLINs)

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

Title	Address
New Technology Representative	COTR: L. David Wall M/S 162 NASA Langley Research Center Hampton, VA 23681-2199
Patent Representative	Patent Counsel M/S 141 NASA Langley Research Center Hampton, VA 23681-2199

(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.

G.5 TECHNICAL DIRECTION BY THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (Applicable to all CLINs)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 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.

(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 performance work statement
- (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
- (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) of this clause, 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
- (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.

**G.6 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71)
(NOV 2004) (Applicable to all CLINs)**

(a) The Government property described in the clause at 1852.245- 77, "List of Installation-Accountable Property and Services", shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

(1) The equipment user shall sign NASA Form 1602 for each piece of controlled equipment assigned for his/her use and shall inform the NASA Property Custodian of any changes in location (building and/or room number) or equipment user name. The equipment user shall notify the NASA Property Custodian and the contract manager if the assigned equipment cannot be located. Also, the Center Security Officer shall be notified immediately if theft of Government property is suspected. The equipment user shall prepare Langley Form 52 or Langley Form 141 and obtain the required signatures before removing any Government property from Langley Research Center.

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

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

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

**G.7 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES
(NFS 1852.245-77) (JUL 1997) (Applicable to all CLINs)**

In accordance with the NFS 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.

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

(1) Equipment to be made available is listed in Attachment "not applicable". The Government retains accountability for this property under the NFS 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 NFS 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) Safety and fire protection for Contractor personnel and facilities.

(d) Installation service facilities: Shipping and Receiving, Badge and Pass Office, Security, Library, and Conference Rooms. Technical facilities may be made available on a Task Order basis.

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

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

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

(h) 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.

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

G.8 PROVIDING FACILITIES TO CONTRACTORS (LaRC 52.245-90) (OCT 2004)
(Applicable to all CLINs)

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

(b) Notwithstanding the FAR clause 52.216-7, "Allowable Cost and Payment", cost of facilities are not an allowable cost except when charged to this contract in accordance with the Contractor's approved accounting system.

(c) The Contractor shall supply and maintain automatic data processing (ADP) equipment for their use on this contract. The Contractor shall also supply and maintain software loaded on this ADP equipment. The equipment and software shall be compatible with the Langley Organizations being supported. In some cases ADP equipment and software may be provided on a Task Order basis.

(d) NASA may furnish specialized software (e.g., graphics) including the upgrades as required for contract performance. This specialized software will be delineated on a Task Order basis. In addition, NASA may provide access to workstations on a Task Order basis.

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

(a) The following contract clauses are applicable to all CLINs:

(1) Federal Acquisition Regulation (48 CFR CHAPTER 1)

CLAUSE
NUMBER DATE TITLE

No FAR Clauses are included in this section by reference.

(2) NASA FAR Supplement (48 CFR CHAPTER 18)

CLAUSE
NUMBER DATE TITLE

1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.235-73	DEC 2005	FINAL SCIENTIFIC AND TECHNICAL REPORTS (ALTERNATE II) (DEC 2005)
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I)(SEPT 1989) (ALTERNATE II)(OCT 2000)

(b) The following contract clauses are applicable to CLIN 2:

(1) Federal Acquisition Regulation (48 CFR CHAPTER 1)

CLAUSE
NUMBER DATE TITLE

No FAR Clauses are included in this section by reference.

(2) NASA FAR Supplement (48 CFR CHAPTER 18)

CLAUSE
NUMBER DATE TITLE

No NASA FAR Supplement Clauses are included in this section by reference.

(c) The following contract clauses are applicable to CLIN 3:**(1) Federal Acquisition Regulation (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
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No FAR Clauses are included in this section by reference.

(2) NASA FAR Supplement (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
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No NASA FAR Supplement Clauses are included in this section by reference.

**H.2 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
(FAR 52.204-9) (JAN 2006) (Applicable to all CLINs)**

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

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

**H.3 SECURITY CLASSIFICATION REQUIREMENTS (NASA 1852.204-75) (SEP 1989)
(Applicable to all CLINs)**

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 Top Secret. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Department of Defense Contract Security Classification Specification, Section J Exhibit E.

**H.4 LIMITATION OF FUTURE CONTRACTING (NASA 1852.209-71) (DEC 1988)
(Applicable to all CLINs)**

(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.

(b) The nature of these conflicts may be one or more of the following:

(1) An unfair competitive advantage.

(2) Organizational Conflicts of Interest in the form of conflicting roles that might bias the Contractor's judgment, such as:

- (i) The evaluation of the Contractor's own products.
 - (ii) Participation by the Contractor in the development of requirements and specifications for both software and hardware systems.
 - (iii) The management of the evaluation of the Announcements of Opportunity (AO) process.
 - (iv) The management of External Readiness Reviews and assessment processes.
 - (v) Potential for access to other Contractor's confidential business information and/or other proprietary Contractor data.
- (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.

H.5 ORGANIZATIONAL CONFLICTS OF INTEREST (OCIs) (Applicable to all CLINs)

- (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.
- (b) In general during the performance of this contract, the Contractor may encounter conflicts when required to provide systems engineering and technical direction, prepare specifications or work statements, provide evaluation services, and/or obtain access to proprietary information as described in FAR 9.505. More specifically, the Contracting Officer has determined that during performance of this contract, the Contractor may be put in the position of performing engineering, scientific, business services and/or other related technical services on critical systems such as space flight hardware and others that were designed and/or built by the Contractor. [For purpose 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) Contractor's response to Task Orders: 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 of a potential conflict detailing:

- (1) The nature of the conflict
 - (2) Plan for avoiding, neutralizing or mitigating the conflict
 - (3) The benefits and risks associated with acceptance of the plan
- (d) Government Response to a Report of a Potential Conflict: The Contracting Officer shall review the report and determine which of the following approaches 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 identified 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) Additional requirements:
- (1) Any limitations on future contracting resulting from the Contractor's or its Subcontractor's preparation of specifications, performance work statements, or access to proprietary, business confidential, or financial data of another company are identified in Section H.4 "Limitation of Future Contracting".
 - (2) The Contractor shall include this clause in all subcontract(s) regardless of tier.

H.6 TASK ORDERING PROCEDURE (NFS 1852.216-80) (OCT 1996) (Applicable to CLIN 2 and CLIN 3)

- (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 in writing by the Contracting Officer.
- (b) Prior to issuing a Task Order, the Contracting Officer shall request a proposed task plan from the Contractor. The request shall include 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) Type of Task Order (either cost-reimbursement or firm-fixed-price)

(4) Response time for submitting task plan

(c) In the absence of a specified response time in the Contracting Officer's request, the Contractor shall submit a task plan within 15 calendar days, or another time if mutually agreed to by the parties. In some cases in order to meet urgent requirements, the Contractor may be required to respond to the shorter time period identified by the Contracting Officer.

(d) After receipt of the Contracting Officer's request, the Contractor shall submit the appropriate task plan, which includes the information below:

(1) Discussion of the technical approach for performing the work

(2) The total estimated cost and fee for CLIN 2 Task Orders or the total price, including profit for CLIN 3 Task Orders for completion of the Task Order in accordance with Section B.7, Schedule of Rates for Task Orders, to include the following:

(i) Direct Labor estimate by category including hours

(ii) The travel and material estimates

(iii) An estimate for Subcontractors and consultants

(iv) Estimated computer use time required; if applicable

(v) Indirect costs

(vi) Other pertinent information

(vii) Monthly spending profile

(viii) The Contracting Officer may require the Contractor to provide the cost information as defined in Paragraphs (i) through (vii) above for subtasks within an overall Task Order.

(ix) For CLIN 2 Task Orders, proposed fee to be assigned to the Task Order will be distributed across the Task Order period of performance in the same proportion as the estimated monthly costs. These resulting monthly fee amounts will become part of the award fee pool in the period in which the monthly costs were to be incurred. For CLIN 3 Task Orders, profit will be negotiated as part of the total price on a Task Order basis as specified in Section B.6.

(x) The Contractor shall indicate with each task plan either that none of the data or software qualifies as limited rights data or restricted computer software, or identify which of the data or software qualify as limited rights data or restricted computer software. Absent Contractor identification of limited rights or restricted computer software in each Task Order plan, FAR clause 52.227-14, "RIGHTS IN DATA – GENERAL", as modified by 1852.227-14, without Alternates shall apply to all data and software delivered under

all Task Orders. Additionally, absent identification of limited rights data or restricted computer software, the Contractor is authorized to assert, or to authorize the assertion of, claim to copyright in any and all computer software first developed in performance of this contract as authorized by the FAR clause 52.227-14, as modified by NFS 1852.227-14. Having been granted permission to assert, or authorize the assertion of, claim to copyright in computer software first developed in the performance of this contract, the Contractor hereby agrees to assign, or obtain the assignment of, all rights, title, and interest in any and all copyrights in computer software first developed in performance of this contract to the U.S. Government. For purposes of defining the rights in the computer software, computer software shall include source codes, object codes, executables, ancillary files, and documentation.

(e) The task plan, once negotiated/accepted by the Contracting Officer, represents the baseline to be used for reporting in columns 7b and 7d of the NASA Form 533M (See Section J Exhibit F, Contract Documentation Requirements, Paragraph A).

(f) 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 Task 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 for:

(i) CLIN 2 Task Orders (cost and award fee). This includes allocation of award fee among award fee periods, if applicable.

(ii) CLIN 3 Task Orders (price, including profit).

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

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

(8) If contract funding is by individual Task Order, accounting and appropriation data.

(g) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 3 working after receipt of the Task Order.

(h) The Contracting Officer may amend Task Orders in the same manner in which they were issued.

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

H.7 ADVANCE APPROVAL FOR RELEASE OF TECHNICAL INFORMATION (Applicable to all CLINs)

The Contractor shall not release technical information based on or containing data first produced in the performance of this contract and describing the work performed under this contract unless prior written approval is given by the Contracting Officer (CO). The Contractor shall submit technical information regarding the contract effort, such as journal articles, meeting papers, and technical documents to the Contracting Officer's Technical Representative (COTR) for review and concurrence with approval by the Center Export Administrator or designee prior to publication, presentation or release to others. The Contractor may proceed upon receipt of written concurrence by the CO through the COTR, unless otherwise directed in the concurrence letter.

H.8 ELECTRONIC NOTICES OF CLARIFICATIONS (NOCs) (Applicable to CLIN 2)

For some CLIN 2 Task Orders, the Government can define the general scope, but cannot fully define the details (e.g., drawings, processes and procedures). For these cases, general descriptions will be stated in the Task Order PWS, and when the specific details are clarified they will be given to the Contractor in hard copy and/or electronic media. Explicitly capturing these clarifications is necessary to ensure performance value for the Government and the Contractor. When these clarifications are received, revised, or completed the Contractor shall document them in electronic notices of clarifications (NOCs) to the Contracting Officer, the COTR, the Technical Monitor, and/or individual users. The NOCs will be considered part of the official Task Order records. Initial rough order of magnitude estimates (ROMs) for time and cost may be required for some NOCs. These estimates will be necessary to ensure appropriate cost-sharing among multiple users of the NOC activity within a Task Order. In no case shall the Contractor proceed with a NOC that changes the overall scope or exceeds the cost of the Task Order without a modification to the Task Order.

H.9 ELECTRONIC TASK ORDER MANAGEMENT CONTROL SYSTEM(s) (Applicable to all CLINs)

The Contractor shall establish, implement, and maintain a management control system(s) required to plan, organize, direct, control, and document all Task Order related activities.

(a) The system(s) shall be fully operational on the effective date of this contract and automated in a manner that is consistent with Center Information Technology standards and practices, functionally independent of the user computer platform, browser, or geographic location, and capable of layered-access password security protocol with automated generation of (a) initial user identifications and passwords and (b) e-mail reminders of forgotten passwords.

(b) User help, guides, and information shall be maintained with current data for online context-specific access. These online aids shall include detailed contract information, frequently asked questions, and how-to-instruction and must accommodate independent input from the Contracting Officer and/or the COTR and queries from all users.

(c) The system(s) capability shall provide graphic, tabular, and narrative descriptions for user configurable report and chart generation, online viewing, local printout, and direct file data export to other LaRC systems. Direct file data export here means that no independent

reformulation by the user is required for basic word processor, electronic spreadsheet, and charting functions.

(d) Task Order Flow Process. The system(s) shall conform to the Task Order Flow Process described in this contract and include the following capabilities:

- (1) Provide for electronic routing, review, approval, issuance, modification of Task Orders for the appropriate individuals identified in this contract, with initiation, editing, and re-routing by each individual as needed and with timely automatic notification to approvers.
- (2) Serve as database and tracking system(s) giving the status of Task Orders from planning to completion and providing projected and actual resources data including staffing, skill mix, and costs for each Task Order.
- (3) Ongoing cost and technical data shall be the same information as that in the task plans and monthly progress and financial reports required in Section J Exhibit F, Contract Documentation Requirements. At the discretion of the Contracting Officer, COTR and/or Technical Monitors, electronic and/or online versions of the monthly progress and financial reports may be used in lieu of their respective paper copies.

H.10 EXPORT LICENSES (NFS 1852.225-70) (FEB 2000) (Applicable to all CLINs)

(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 Langley Research, 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.

H.11 ACCESS TO SENSITIVE INFORMATION (NFS 1852.237-72) (JUN 2005) (Applicable to all CLINs)

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

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

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

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

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

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

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

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

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

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

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

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government Contractor.

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

H.12 RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73) (JUN 2005) (Applicable to all CLINs)

- (a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their Subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their Subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, "Access to Sensitive Information".
- (c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

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

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

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

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

under a contract that contains the clause at 1852.237-72, "Access to Sensitive Information". This clause obligates the service provider to do the following:

- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Mitigation Plan, which the contract has incorporated as a compliance document.
 - (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
 - (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
 - (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
 - (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
 - (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
 - (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
 - (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, "Security Requirements for Unclassified Information Technology Resources". The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.
- (f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- (g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

**H.13 SECURITY PROGRAM/NON-U.S. CITIZEN EMPLOYEE ACCESS REQUIREMENTS
(LaRC 52.204-91) (MAR 2005) (Applicable to all CLINs)**

(a) Access to the LaRC by Contractor non-U.S. citizen employees, including employees in permanent resident alien status, shall be approved in accordance with NPR 1371.2 "Procedural Requirements for Processing Requests for Access to NASA Installations or Facilities by Foreign Nationals or U.S. Citizens Who are Reps of Foreign Entities". Administrative processing requires advance notice of between 20 to 45 days depending on the nationality of the non-U.S. citizen. Access authorization shall be for a maximum of one year, and must be reevaluated annually. Non-U.S. citizen employees must be under escort at all times while on Center by a U.S. citizen issued a LaRC identification badge.

(b) Request for Center access in excess of 90 days requires that a background investigation be conducted on the non-U.S. citizen employee. The processing of a background investigation requires the submittal of a NASA Form 531, "Name Check Request," and a fingerprint card application. Fingerprint cards shall be completed at the Badge and Pass Office. Normal processing time for a background investigation is approximately 90 days. A favorably adjudicated background investigation shall allow non- U.S. citizen Contractor employee limited unescorted access to the Center. Access shall be limited to work areas identified and deemed necessary and entry and egress to that site.

**H.14 UNESCORTED ACCESS BY U.S CITIZEN CONTRACTOR EMPLOYEES
(LaRC 52.204-102) (OCT 2004) (Applicable to all CLINs)**

Visits by U.S. citizen Contractor employees that are expected to exceed 90 days will require the employee to undergo a Background Investigation. These Contractor employees must, as a minimum, have a favorably adjudicated NASA Agency Check (NAC). However, a NAC is not required if the Contractor can certify that an employee has an active United States Government Security Clearance, (IAW requirements of Executive Order #12968), or has been the subject of a prior favorable NAC investigation.

For Contractor employees requiring a NAC, the Contractor shall require its employees to submit a "Name Check Request" (NASA Form 531), an "Authorization for Release of Credit Reports" (NASA Form 1684), and a completed FD-258, "Applicant Fingerprint Card" to the LaRC Badge and Pass Office, Mail Stop 232. Fingerprint cards shall be completed at the Badge and Pass Office. Normal processing time for a NASA NAC is approximately 60 days.

**H.15 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S
EMPLOYEES (LaRC 52.211-104) (APR 2002) (Applicable to all CLINs)**

(a) Observation of Regulations—In performance of that part of the contract work which may be performed at Langley Research Center or other Government installation, the Contractor shall require its employees to observe the rules and regulations as prescribed by the authorities at Langley Research Center or other installation including all applicable Federal, NASA and Langley safety, health, environmental and security regulations.

(b) Identification Badges—At all times while on LaRC property, the Contractor shall require its employees, Subcontractors and agents to wear badges which will be issued by the NASA LaRC Badge and Pass Office, located at 1 Langley Boulevard (Building No. 1228). Badges shall be issued only between the hours of 6:30 a.m. and 3:30 p.m., Monday through Friday. Contractors

will be held accountable for these badges, and may be required to validate outstanding badges on an annual basis with the NASA LaRC Security Office. Immediately upon employee termination or contract completion, badges shall be returned to the NASA LaRC Badge and Pass Office. It is agreed and understood that all NASA identification badges remain the property of NASA and the Government reserves the right to invalidate such badges at any time.

(c) Employee Outprocessing—The Contractor shall ensure that all employees who are terminated or no longer connected with work being performed under this contract are out processed through the LaRC Badge and Pass Office. Badges and keys must be accounted for and returned.

H.16 INCORPORATION OF SECTION K OF THE PROPOSAL BY REFERENCE (LaRC 52.215-107) (NOV 2002) (Applicable to all CLINs)

Pursuant to FAR 15.204-1(b), the completed Section K of the proposal is hereby incorporated by reference.

H.17 OBSERVATION OF SAFETY STAND DOWN EVENT BY CONTRACTOR EMPLOYEES (LaRC 52.223-92) (MAY 2006) (Applicable to all CLINs)

The Langley Research Center (LaRC) Safety Stand Down event is an annual event dedicated to learning best practices for a safe work environment. When the LaRC Director designates the Safety Stand Down event, the Contractor shall require all on-site and near-site employees to participate in Safety Stand Down activities at LaRC.

H.18 FLIGHT TEST OPERATIONS AND SAFETY REPORT INFORMATION (LaRC 52.223-91) (OCT 2004) (Applicable to CLIN2 and CLIN 3)

[Note: Applicable to Task Orders requiring the Contractor to conduct flight tests]

The Technical Point of Contact (POC) and/or COTR must submit a Flight Test Operations and Test and Safety Report (FTOSR) to the Airworthiness and Safety review Board (ASRB) for evaluation and approval in order to obtain a Flight Safety Release letter. The contractor shall support the Technical Point of Contact (POC) and/or COTR to obtain this Flight Safety Release letter when work performed under this contract requires experiments to be flown on or involving aircraft (including balloon borne experiments/instruments) whose flights occur within the Earth's sensible atmosphere. Specifically such flights include full-scale aircraft or aircraft models, either manned or unmanned and either powered or un-powered. No flight test/flight experiment shall be conducted until a Flight Safety Release letter is obtained. This is applicable for aircraft that are either NASA, University or Contractor-owned. The contractor shall develop the FTOSR or information required for the FTOSR. The Flight Safety Release letter is obtained by the Technical Point of Contact (POC) and/or COTR from the LaRC Airworthiness and Safety Review Board (ASRB) per the requirements of LMS-CP-5580, "Airworthiness and Safety Review Board process", and in accordance with LAPD-1710.1, "Langley Research Center Aviation Safety Policy" and LPR 1710.16, "Aviation Operations and Safety Manual". An outline for the FTOSR is provided below. If an item in the FTOSR does not apply, the item must be marked as such and a brief reason why it does not apply shall be noted.

Flight Test Operations and Safety Report (FTOSR) Outline:

- Cover Sheet w/ Approvals
- Program/Project Overview
- Program Objectives & General Description
- Program Management
- Selected Aircraft
- Proposed Aircraft Modifications & Design Criteria
- Instrumentation Hardware/Software & Flight Test
- Data Measurement Requirements
- Contractual Requirements
- Other Involved Agencies
- Summary of Supporting Research & Tests (includes minutes of design review activities)
 - Analytical
 - Wind Tunnel
 - Simulation
- Ground Operating Systems Check out
- Proposed Schedule Milestones

Flight Test Operations:

- Location
- Flight Tests Start Date
- Number of Flights
- Flight Frequency
- Test Procedures (including maneuvers)

Support Requirements:

- Support Organization & Responsibilities
- Transportation to Test Location
- Chase Aircraft
- Photo/TV Coverage
- Tracking
- Radar
- Optical
- Beacon (including frequency)
- Telemetry
- Communications
- Meteorological
- Data
 - Real Time
 - Quick Look
 - Processed
- Other Special Support Requirements

Safety:

- System Safety Program Plan
- Risk Assessment
- Hazard Analysis
- General Operational Restrictions & Conditions
- Weather
- Personal Equipment
- Minimum On-board Equipment
- Weight/Balance

Flight Test Envelope
Abort Procedures
Emergency Plans & Procedures
Configuration Control Responsibilities
Other

H.19 VIRGINIA AND LOCAL SALES TAXES (LARC 52.229-92) (FEB 2004) (Applicable to all CLINs)

To perform this contract, the Contractor must be knowledgeable of relevant state and local taxes when making purchases of tangible personal property. The Contractor shall refrain from paying inapplicable taxes or taxes where an exemption exists, but shall pay applicable taxes that are reimbursable pursuant to FAR 31.205-41, "Taxes". Even though title to property purchased under this contract may pass to the Government and the price is reimbursable under contract cost principles, such transactions do not in themselves provide tax immunity to the Contractor. Therefore, within 30 calendar days after the effective date of this contract, the Contractor shall request from the Virginia State Tax Commission a ruling on any tax exemptions that may be applicable to purchases made under this contract. The Contractor shall provide all facts relevant to the situation and shall pursue an interpretation of the law that is most favorable to both the Contractor and the Government.

H.20 QUALITY MANAGEMENT SYSTEM CERTIFICATION/REGISTRATION REQUIREMENTS (ISO 9001) (LaRC 52.246-98) (NOV 2002) (Applicable to all CLINs)

"RESERVED" [INTENTIONALLY LEFT BLANK]

H.21 ISO 9001 CERTIFICATION/REGISTRATION REQUIREMENTS REGARDING THE OFFEROR'S QUALITY MANAGEMENT SYSTEM (LaRC 52.246-99) (NOV 2002) (Applicable to all CLINs)

The Contractor's quality system shall be Certified/Registered to the current ANSI/ISO/ASQC Q ISO 9001 standard, Quality Management Systems Requirements.

The Contractor's quality system shall remain in Certified/Registered to the ISO 9001 standard during the term of the contract. The Government reserves the rights to audit the Contractor's quality system at any time.

"Certified/Registered" as used in this clause means that the Contractor has defined, documented, and will continually implement during the term of the contract management-approved methods of operation that have been audited by a 3rd party ISO 9001 Registrar and found to meet the requirements given in the above-cited International Standard.

H.22 AS9100 QUALITY MANAGEMENT SYSTEM CERTIFICATION /REGISTRATION REQUIREMENTS (Applicable to all CLINs)

"RESERVED" [INTENTIONALLY LEFT BLANK]

H.23 AS9100 QUALITY MANAGEMENT SYSTEM CERTIFICATION / REGISTRATION REQUIREMENTS REGARDING THE OFFEROR'S QUALITY MANAGEMENT SYSTEM (Applicable to all CLINs)

The Contractor's quality system shall be Certified/Registered to the current AS9100 standard, Quality Management Systems Requirements.

The Contractor's quality system shall remain in Certified/Registered to the AS9100 standard during the term of the contract. The Government reserves the rights to audit the Contractor's quality system at any time.

"Certified/Registered" as used in this clause means that the Contractor has defined, documented, and will continually implement during the term of the contract management-approved methods of operation that have been audited by a 3rd party AS9100 Registrar and found to meet the requirements given in the above-cited International Standard.

H.24 CAPABILITY MATURITY MODEL INTEGRATION (CMMI) REQUIREMENTS (Applicable to all CLINs)

The Contractor (including teaming partners/subcontractors) that will be performing software engineering shall be CMMI®-SE/SW Capability Level 2 or higher as measured by a Software Engineering Institute (SEI) authorized lead appraiser from an external organization in the following Process Areas:

- (a) Requirements Management
- (b) Configuration Management
- (c) Process and Product Quality Assurance
- (d) Measurement and Analysis
- (e) Project Planning
- (f) Project Monitoring and Control
- (g) Supplier Agreement Management

The Contractor shall successfully complete Standard CMMI® Appraisal Method for Process Improvement (SCAMPI) Class A appraisals against the CMMI®-SE/SW Capability Level 2 or higher and submit the results for review and acceptance within nine months after the contract effective date.

The Contractor shall maintain or upgrade its CMMI®-SE/SW Capability Level 2 or higher rating for the term of the contract and perform software engineering in accordance with the process areas appraised at CMMI®-SE/SW Capability Level 2 or higher.

The Government reserves the right to audit the Contractor's CMMI processes at any time.

**H.25 CAPABILITY MATURITY MODEL INTEGRATION (CMMI) REQUIREMENTS
(Applicable to all CLINs)**

“RESERVED” [INTENTIONALLY LEFT BLANK]

**H.26 USE OF HUMANS AS EXPERIMENT TEST SUBJECTS (Applicable to CLIN 2 and
CLIN 3)**

(a) The Contractor shall comply with the following Federal and NASA policy documents in order to accept and perform Task Orders involving research utilizing humans:

- (1) 14 CFR 1230, “Protection of Human Research Subjects”
- (2) NPD 7100.8, “Protection of Human Research Subjects”
- (3) NPR 7100.1, “Protection of Human Research Subjects”
- (4) LPR 7100.10, “Protection of Human Research Subjects”
- (5) LAPD 1150.2, “Boards, Panels, Committees, Councils, and Teams”

(b) The Contractor shall ensure that all human test subjects used in the conduct of experimental or research work (whether reimbursed or not for their participation) under this contract or any Task Order shall be covered by insurance or any other equivalent means of compensation against injury, illness, disease, loss or death as a direct result of the experimental or research work in which the test subjects participate.

**H.27 USE OF ANIMALS AS EXPERIMENT TEST SUBJECTS (Applicable to CLIN 2 and
CLIN 3)**

(a) The Contractor shall comply with the following Federal and NASA policy documents in order to accept and perform Task Orders involving research utilizing animals:

- (1) 14 CFR 1232, “Care and Use of Animals in the Conduct of NASA Activities”
- (2) NPD 8910.1, “Care and Use of Animals”
- (3) NPR 8910.1, “Care and Use of Animals”

(b) The Contractor shall register any required Contractor owned research facility with the Secretary of Agriculture in accordance with 7 U.S.C. 2316 and 9 CFR Subpart C, and Section 2.30, and furnish evidence of such registration to the Contracting Officer before beginning work under any Task Orders involving research utilizing animals.

(c) The Contractor shall acquire animals only from dealers licensed by the Secretary of Agriculture under 7 U.S.C. 2133 and 9 CFR Subpart A, Sections 2.1 through 2.11, or from sources that are exempt from licensing under those sections.

(d) The Contractor agrees that the care and use of animals will conform with the pertinent laws of the United States and regulations of the Department of Agriculture (see 7 U.S.C. 2131 et. seq. and 9 CFR Subchapter A, Parts 1 through 4).

(e) The Contracting Officer may immediately suspend, in whole or in part, work and further payments under this contract for failure to comply with the requirements of paragraphs (a) through (d) of this clause. Further:

(1) The suspension will stay in effect until the Contractor complies with the requirements.

(2) Failure to complete corrective action within the time specified by the Contracting Officer may result in termination of this contract and removal of the Contractor's name from the list of Contractors with approved Public Health Service Welfare Assurances.

(f) The Contractor may request registration of its facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), United States Department of Agriculture (USDA), for the region in which its research facility is located. The location of the appropriate APHIS regional office, as well as information concerning this program may be obtained by contacting the Senior Staff Officer, Animal Care Staff, USDA/APHIS, Federal Center Building, Hyattsville, MD 20782.

(g) The Contractor shall include this clause, including this paragraph (g), in all subcontracts involving research of live vertebrate animals.

H.28 COMPLIANCE WITH ENGINEERING STANDARDS AND SPECIFICATIONS CITED IN TASK ORDERS (Applicable to CLIN 2 and CLIN 3)

The Contractor (including teaming partners/subcontractors), shall comply with NASA preferred technical standards or specifications, as required by each Task Order. A current list of NASA preferred standards may be found at: <http://standards.nasa.gov/>.

[END OF SECTION]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

(a) The following contract clauses are applicable to all CLINs:

(1) Federal Acquisition Regulation (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JAN 2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS-NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES

52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA — MODIFICATIONS (ALTERNATE IV) (OCT 1997) INSERT (B) PROVIDE INFORMATION DESCRIBED BELOW: THE CONTRACTOR SHALL SUBMIT COST OR PRICING DATA AND SUPPORTING ATTACHMENTS IN ACCORDANCE WITH TABLE 15-2 OF FAR 15.408 UNLESS OTHERWISE STATED BY THE CONTRACTING OFFICER.
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES INSERT "30 DAYS".
52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-14	DEC 1996	LIMITATION ON SUBCONTRACTING
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-29	JAN 2003	NOTIFICATION OF VISA DENIAL
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	JUL 2005	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.222-50	APR 2006	COMBATING TRAFFICKING IN PERSONS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.227-10	APR 1984	FILING OF PATENT APPLICATIONS—CLASSIFIED SUBJECT MATTER
52.227-11	JUN 1997	PATENT RIGHTS—RETENTION BY THE CONTRACTOR (SHORT FORM) (AS MODIFIED BY NFS 1852.227-11)(MAY 2002)

52.227-14	JUN 1987	RIGHTS IN DATA—GENERAL ALTERNATE II (JUN 1987) ALTERNATE III (JUN 1987) AS MODIFIED BY 1852.227-14 NASA FAR SUPPLEMENT (OCT 1995) INSERT "USE (EXCEPT FOR MANUFACTURE) BY SUPPORT SERVICES CONTRACTORS, WHO HAVE APPROPRIATE NONDISCLOSURE AGREEMENTS IN PLACE WITH NASA. EVALUATION BY NON GOVERNMENT EVALUATORS, WHO HAVE APPROPRIATE NONDISCLOSURE AGREEMENTS IN PLACE WITH NASA, AND RELEASE TO A FOREIGN GOVERNMENT, OR INSTRUMENTALITY THEREOF, AS THE INTERESTS OF THE UNITED STATES GOVERNMENT MAY REQUIRE, FOR INFORMATION OR EVALUATION, BY SUCH GOVERNMENT, WHO HAVE APPROPRIATE NONDISCLOSURE AGREEMENTS IN PLACE WITH NASA." AT THE END OF THE LIMITED RIGHTS NOTICE.
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION INSERT "NO LATER THAN 15 DAYS PRIOR TO SUBMISSION OF THE FIRST REQUEST FOR PAYMENT" IN PARAGRAPH (B)(1)."
52.233-1	JUL 2002	DISPUTES (ALTERNATE I)(DEC 1991)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-13	JUL 1995	BANKRUPTCY
52.244-6	FEB 2006	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.246-25	FEB 1997	LIMITATION OF LIABILITY—SERVICES
52.248-1	FEB 2000	VALUE ENGINEERING
52.252-6	APR 1986	AUTHORIZATION DEVIATION IN CLAUSES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

(2) NASA FAR Supplement (48 CFR CHAPTER 18)

CLAUSE
NUMBER DATE TITLE

1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.204-76	NOV 2004	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES INSERT "60 DAYS" IN PARAGRAPH (C).
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.223-74	MAR 1996	DRUG AND ALCOHOL FREE WORKFORCE
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE

1852.235-70	FEB 2003	CENTER FOR AEROSPACE INFORMATION
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.243-71	MAR 1997	SHARED SAVINGS

(b) The following contract clauses are applicable to CLIN 2:

(1) Federal Acquisition Regulation (48 CFR CHAPTER 1)

CLAUSE
NUMBER

DATE

TITLE

52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT INSERT "30 TH " IN PARAGRAPH (A)(3).
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS INSERT "\$0" IN PARAGRAPH (A).
52.228-7	MAR 1996	INSURANCE—LIABILITY TO THIRD PERSONS
52.232-22	APR 1984	LIMITATION OF FUNDS
52.233-3	JUN 1985	PROTEST AFTER AWARD (ALTERNATE I) (JUN 1985)
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.243-2	AUG 1987	CHANGES—COST-REIMBURSEMENT (ALTERNATE I) (APR 1984)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	FEB 2006	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-5	MAY 2004	GOVERNMENT PROPERTY (COST- REIMBURSEMENT, TIME-AND- MATERIAL, OR LABOR-HOUR CONTRACTS)
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS

(2) NASA FAR Supplement (48 CFR CHAPTER 18)

CLAUSE
NUMBER

DATE

TITLE

1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
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(c) The following contract clauses are applicable to CLIN 1 and CLIN 3:

(1) Federal Acquisition Regulation (48 CFR CHAPTER 1)

CLAUSE
NUMBER

DATE

TITLE

52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT(MULTIPLE YEAR AND OPTION CONTRACTS)
52.228-5	JAN 1997	INSURANCE—WORK ON A GOVERNMENT INSTALLATION
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT

52.232-11	APR 1984	EXTRAS
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.243-1	AUG 1987	CHANGES—FIXED PRICE (ALTERNATE II) (APR 1984)
52.245-2	MAY 2004	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) (ALTERNATE I) (APR 1984)
52.245-9	AUG 2005	USE AND CHARGES
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

(2) NASA FAR Supplement (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
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No NASA FAR Supplement Clauses are included in this section by reference.

I.2 CLAUSES IN FULL TEXT

The clauses listed below follow in full text and are applicable to all CLINs unless otherwise noted:

(1) Federal Acquisition Regulation (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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52.216-18	OCT 1995	ORDERING
52.216-19	OCT 1995	ORDER LIMITATIONS
52.216-22	OCT 1995	INDEFINITE QUANTITY
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.222-42	MAY 1989	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL)
52.223-9	AUG 2000	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS
52.244-2	AUG 1998	SUBCONTRACTS
52.252-2	FEB 1998	CLAUSES INCORPORATED BY REFERENCE

(2) NASA FAR Supplement (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
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1852.215-84	OCT 2003	OMBUDSMAN (ALTERNATE I)
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I.3 ORDERING (FAR 52.216-18) (OCT 1995) (Applicable to CLIN 2 and CLIN 3)

(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 through 60 months from the effective date of the contract.

(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.

I.4 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995) (Applicable to CLIN 2 and CLIN 3)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, 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 \$100M;

(2) *Any order* for a combination of items in excess of \$100M; or

(3) *A series of orders* from the same ordering office within 10 days that together call for quantities exceeding the limitation in paragraph (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.

I.5 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995) (Applicable to CLIN 2 and CLIN 3)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered,

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 12 months from the end of the contract effective period.

I.6 UTILIZATION OF SMALL BUSINESS CONCERNS (FAR 52.219-8) (MAY 2004) (Applicable to all CLINs)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime Contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract—

(1) "HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(2) "Service-disabled veteran-owned small business concern" means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans.

- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
 - (iii) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).
- (3) "Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
- (4) "Small disadvantaged business concern" means a small business concern that represents, as part of its offer that—
- (i) It has received certification as a small disadvantaged business concern consistent with 13 CFR Part 124, Subpart B.
 - (ii) No material change in disadvantaged ownership and control has occurred since its certification.
 - (iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2).
 - (iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).
- (5) "Veteran-owned small business concern" means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans.
 - (ii) The management and daily business operations of which are controlled by one or more veterans.
- (6) "Women-owned small business concern" means a small business concern—
- (i) That 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
 - (ii) The management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their Subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

**I.7 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42)
(MAY 1989) (Applicable to all CLINs)**

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

<u>Employee Class</u>	<u>Monetary Wage</u>
Administrative Associate	\$15.14
Designer	\$16.83
Electronics Technician	\$20.58
Engineering Associate	\$29.85
Mechanical Technician	\$16.83
Computer Programmer	\$20.58
Test Assistant	\$22.67
Test Conductor	\$24.90

(b) FRINGE BENEFITS

(1) Annual Leave — Receives 13 days paid leave for service up to 3 years; 20 days for 3 to 15 years service; and 26 days for 15 years service or over.

(2) Sick Leave — Receives 13 days paid leave per year.

(3) Holidays — Receives 10 paid holidays per year.

(4) Health Insurance — Government pays up to 72% of health insurance.

(5) Group Life Insurance — Government pays one-third of the cost of the basic life insurance premium.

(6) Retirement — The Government provides three retirement plans identified as the Civil Service Retirement System (CSRS), the Federal Employees Retirement System (FERS), and the CSRS Offset. Under the CSRS, the Government contributes 7% of the employees' base pay towards the retirement benefit and 1.45% towards Medicare. Under the FERS, the Government contributes 11.2% of the employees' base pay towards a basic benefit plan, 6.2% to Social Security, 1.45% towards Medicare, and 1% (plus matching contributions of up to 4% of basic pay, depending on employees' contributions) to a thrift savings plan. Under the CSRS Offset, the Government contributes 0.8% of the employees' base pay towards the retirement benefit, 6.2% to Social Security, and 1.45% towards Medicare.

(7) Part-time Federal employees receive pro rata annual leave, sick leave, holiday leave, health insurance, and group life insurance benefits based on the number of hours worked.

I.8 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000) (Applicable to all CLINs)

(a) Definitions, As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process:

(b) The Contractor, on completion of this contract, shall—

- (1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and
- (2) Submit this estimate to M/S 418 Environmental Management Office.

I.9 RIGHTS TO PROPOSAL DATA (TECHNICAL) (FAR 52.227-23) (JUN 1987) (Applicable to all CLINs)

Except for data contained on pages ~~NO CITED PAGES~~, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data—General" clause contained in this contract) in and to the data contained in the proposal dated July 31, 2006 upon which this contract is based.

I.10 SUBCONTRACTS (FAR 52.244-2) (AUG 1998) (Applicable to all CLINs)

(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) of 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

(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.

(ii) For a contract 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:

(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.
 - (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) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) 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
 - (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.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Subcontract Number S70101: Lockheed Martin Services, Inc.
(dba Lockheed Space Operations)

Subcontract Number S70102: ViGYAN, Inc.

**I.11 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)
(Applicable to all CLINs)**

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 addresses:

<http://acquisition.gov/comp/far/index.html>

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

**I.12 OMBUDSMAN (NFS 1852.215-84) (OCT 2003) (ALTERNATE I) (JUN 2000)
(Applicable to all CLINs)**

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

(b) If resolution cannot be made by the Contracting Officer, interested parties may contact the installation ombudsman, Bruce J. Holmes. Direct inquiries to Mary Jane Yeager, NASA Langley Research Center, Mail Stop 134, Hampton, VA 23681-2199; phone (757)864-2473; facsimile (757)864-8541; email: Mary.J.Yeager@nasa.gov.

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

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

[END OF SECTION]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Exhibit A	Performance Work Statement (PWS)
Exhibit B	Award Fee Evaluation Plan
Exhibit C	Schedule of Rates for Task Orders
Exhibit D	Personal Identity Verification (PIV) Card Issuance Procedures
Exhibit E	DD Form 254, Department of Defense Contract Security Classification Specification
Exhibit F	Contract Documentation Requirements
Exhibit G	Organizational Conflicts of Interest (OCI) Mitigation Plan
Exhibit H	Quality Plan
Exhibit I	Safety and Health Plan
Exhibit J	Register of Wage Determination and Fringe Benefits
Exhibit K	Information Technology (IT) Security Plan
Exhibit L	Direct Labor Classification Descriptions

PERFORMANCE WORK STATEMENT (PWS)

1. **PURPOSE** – This Performance Work Statement (PWS) defines the requirements for performance-based technical tasks to assist the NASA Langley Research Center (LaRC) in meeting the objectives of its evolving mission functions along with interrelated mission functions of the agency and other NASA centers. Current LaRC functions include aerospace research and associated technical activities. The specific requirements are shall be defined in Task Orders that support LaRC organizational units and agency level functions. These requirements will be driven by an ever changing technology; varying national, international, and ecological concerns; and the NASA vision for exploration.

2. **SCOPE** –

(a) The Contractor shall provide non-personal services to perform engineering, scientific, and related tasks, via Task Orders issued by the Contracting Officer (CO). These activities fall into broad categories as outlined below, but are not limited solely to the activities noted. Individual Task Order requirements may involve any or all categories of activities. The majority of the Task Orders will be of the cost reimbursable type, but a limited number of fixed-price Task Orders may be issued if applicable as determined by the Contracting Officer.

(b) Within the scope of this PWS, these performance-based tasks typically address one or more facets of a complex systems study or assessment, an activity supporting a research and technology development program, or a flight program and may require:

- (i) the specialized skills of a single individual or multi-disciplinary team of individuals; or
- (ii) close integration with tasks performed by NASA personnel, other contractor staff, and/or other government agency personnel.

(c) For each Task Order, the Contractor shall submit a proposed task plan that includes technical approach, estimated costs, monthly spending profile, skill mix, and deliverable and milestone schedules. Furthermore the Contractor shall monitor and report actual progress against planned progress, aggressively identify problems, and take appropriate preventative or corrective action including submitting a revised proposed plan to the Contracting Officer when necessary.

(d) Tasks will encompass the broad scope of LaRC mission responsibilities and LaRC-based agency activities, such as the NASA Engineering & Safety Center (NESC) and the Independent Program Assessment Office (IPAO), and may include cooperative activities with other contractors, centers, and agencies. Some tasks will be classified up to and including Top Secret.

(e) Certain Task Orders may involve software development for human-rated software systems, non-human space rated software systems, or mission support software that would require the Contractor to be rated at Capability Maturity Model Integrated (CMMI®-SE/SW) Capability Level 2 or higher. Additionally, any Task Orders requiring software development shall comply with NPR 7150.2 Software Engineering Requirements according to the Requirements Mapping Matrix in Appendix D of the NPR for various classes of software defined in Appendix B of the NPR.

(f) Task Order requirements will include engineering design, analysis, and development; specific activities in support of ongoing research; technology readiness level advancement of aerospace and exploration-related technology; implementation of technology programs; test implementation and operations; and technical administration/management in varying detail, including, but not limited to the following typical work areas:

2.1 Engineering Design, Analysis, and Development –

(a) Perform engineering design and analyses, manufacturing services, and provide support for technical disciplines related to mission functions. Basic discipline fields include but are not limited to, Engineering; Mathematics; and Sciences. Support may be required for all phases of development of aeronautical, space, and planetary exploration systems.

(b) The Task Orders will include systems analyses and systems studies; conceptual formulation, requirements analysis and development; engineering design, analysis, development, fabrication, functional and environmental testing; assembly, integration, operation and disposition of systems; software code and software systems development; software verification and validation; static/dynamic and real-time synthetic visualization/simulation of concepts and flight systems; grid generation, high definition illustration of advanced concepts, risk-management, assurance of safety, reliability, quality, and related analyses.

(c) Human-rated projects may require engineering in systems safety, materials, reliability, maintainability, and associated analysis disciplines to assure compliance with NASA human-rated systems requirements.

2.2 Research and Technology Development and Implementation – Develop and apply mathematical and theoretical analyses in engineering and science disciplines. Perform analytical and experimental investigations of concepts, components, and systems. Support technology related to the understanding of advanced full spectrum (e.g. quasi-static to hypersonic regime aerodynamics) aerodynamics; aeronautics; access-to-space, space, space science, and planetary exploration systems and related support infrastructure; structures, materials, passive and active control technologies; laser and microwave energy sources; passive and active detector technology; computer-generated virtual reality immersion, technical visualization, grid generation technologies, safety enhancing technologies and processes; technology assessments, mission analyses, and trade studies. Prepare test specimens and equipment, conduct tests, and acquire data. Process, interpret and analyze test data. Compare test data with calculated results. Prepare and present technical reports. Develop, modify, and apply computer application programs. Update and adapt computer application programs to current and emerging computer technology hardware to improve affordability, accuracy, efficiency, and effectiveness.

2.3 Test Implementation and Operations – Convert experimental requirements into designs and hardware. Design, develop, manufacture, install, upgrade, and maintain research and test systems, and related support infrastructure. Develop test documentation such as checkout, calibration, and operating procedures. Prepare safety documentation and participate in institutional and flight safety reviews. For research systems and testing operations: coordinate activities of technical participants and/or customers; lead, conduct, and/or coordinate operations; provide logistical support; validate data and prepare reports; laboratory/test system documentation and configuration control.

2.4 Technical Administration/Management – Develop plans, resource requirements estimates, cost analyses, schedules, and progress evaluations of projects. Perform Earned Value Analyses and Management. Develop, maintain and improve record keeping systems. Develop, maintain, and publish documentation; status, budget and resource reports; and schedules. Prepare management information reports. Prepare technical and programmatic presentation materials and reports. Develop, update, and maintain management information systems.

2.5 Deliverable Items – Task Orders will specify any products to be delivered to the government. These items may include any of the following:

- (a) Test hardware, including ground and/or flight hardware and related support equipment
- (b) Technical reports
- (c) Management reports
- (d) Designs
- (e) Drawings
- (f) Specifications
- (g) Technical illustrations
- (h) Software and documentation
- (i) Data packages
- (j) Operational activities
- (k) Subject Matter Expert reports
- (l) User instructions, and documentation

3. WORK REQUIREMENTS –

(a) The work shall be accomplished on-site at LaRC or at the contractor's local facility when accommodation within the LaRC facilities is not feasible, but may also require performance at other locations. On-site office space and furniture necessary for the completion of tasks will be provided by LaRC, as available, to the contractor. Specialized Government resources such as laboratories, test equipment, will be provided on a Task Order basis. All work performed under this contract shall be in accordance with established and applicable LaRC documents for requirements, standards, specifications, and instructions such as the National Space Transportation System (NSTS) instructions for safety requirements, environmental impact statements, safety, reliability and quality assurance, and engineering standards. Where there are no existing documented requirements, standards, specifications, or instructions, a Task Order may require their development.

(b) Compatibility requirements for products generated by the contractor shall be identified at the Task Order level. Task Orders may require delivery of products of sufficient compatibility that such products can be consolidated with higher level processes or systems.

(c) The Work Requirements are listed in five Major Work Areas which include; Technical Management & Administrative; Systems Analysis & Technology Integration; Engineering & Operations; Research & Technology; and General Mission Support. The list below is not all inclusive and the Government reserves the right to require the performance of work considered within Section 2, "Scope."

The Work Requirements under the five Major Work Areas are:

3.1 Technical Management & Administrative – Perform tasks involving delivery of products to mission support offices for the accomplishment of: mission functions; focused technology projects; basic and focused research projects; test planning; aeronautics, space, and planetary exploration projects; development and production of research-related support systems; and other mission support activities. The scheduling system provided by the Contractor shall be a component of the project performance measurement plan. Task Order requests will include professional, administrative, and IT functions and products necessary for the successful planning, implementation, reporting, and completion of projects/programs and LaRC mission support organizations goals. Typical Task Orders may include, but are not limited to:

- (a) Analyses and assessments; cost modeling and estimates; development, maintenance, and reporting of schedules and budgets; tracking, reporting and trending of resources and milestones
- (b) Data collection and reporting; technical report writing, editing and illustration; support for technical proposal writing and illustration
- (c) Facilitation of multidisciplinary technical and managerial team activities; configuration control; requirements tracking and control; planning and implementation of scheduled research/development reviews and program/project reviews
- (d) Development, improvement, and maintenance of IT tools including web sites, databases, user interfaces, and user configurable report products
- (e) Strategic planning task orders may require: organizing and facilitating workshops; assembling fields of experts to serve as "Independent Review Groups"

3.2 Systems Analysis & Technology Integration – Conduct systems analyses, technology integration, and conceptual design studies for concepts in support of advanced civil and military aircraft; large subsonic and supersonic passenger and cargo transports; general aviation and personal aircraft concepts; advanced aeronautical and space transportation and planetary exploration vehicle systems and missions and related supporting activities. The studies will include conventional and unconventional configurations, concepts, and vehicles with advanced propulsion systems and will help NASA define, evaluate and select the technical content of current and proposed technology and vehicle programs that meet Agency and National goals. Typical Task Orders will require mission and economic analyses and identification of the high-payoff and critical technologies to develop the various aerospace and space transportation system concepts and evaluation of the design sensitivities, cost, reliability and safety of vehicle systems may include but are not limited to:

- (a) Design and analyze space transportation concepts for space and planetary exploration, from the point of origin to the final destination for the entire life cycle. Identify, evaluate and recommend high-payoff and synergistic technologies.

- (b) Conduct systems studies and develop innovative concepts of space exploration and mission architectures.
- (c) Conduct systems analysis studies and technical merit assessments of spacecraft and mission concepts. Typical technical merit criteria will include mission and performance definition. Analytical studies may include space experiments and accommodations; analyses of system performance and interface design; definition and assessment of critical issues; independent evaluation of flight and ground system performance; and system requirements analysis.
- (d) Conduct multidisciplinary systems analysis of aeronautics concepts at specified fidelity levels. Identify, assess, and report promising new technology areas.
- (e) Develop and maintain a knowledge database to support ongoing and future investments in aeronautics programs. The knowledge database resources shall be sufficient to serve as an Agency-wide resource for systems analyses.
- (f) Perform conceptual design/trade studies of advanced aircraft concepts, components, and subsystems and investigate computationally and experimentally, the integration of key technologies into high fidelity systems representative of flight vehicles, and the resulting impacts on performance and survivability.

3.3 Engineering & Operations – Conduct systems concepts development, engineering, and hardware development to support mission research and technology development objectives. Typical Task Orders may include but are not limited to:

- (a) Develop and deliver concepts, requirements definition, design engineering, engineering analysis, engineering design, development, fabrication, testing, integration, operation, data retrieval, and disposition of research systems for the successful accomplishments of ground based, aerospace flight, access-to-space, and planetary exploration program/project goals. Activities may require the Contractor to develop state-of-the-art measurement techniques, data retrieval, data processing systems, and other experiment-related subsystems required for the success of current and future NASA research and technology projects.
- (b) Develop small-to-large stand-alone systems and small-to-large systems or system components that will be part of one or more levels of integration with larger systems.
- (c) Develop concepts, designs, and improvement to state-of-the-art active and passive sensors; energy sources applicable to remote sensing technology; Light Detection and Ranging (LIDAR) systems; Differential Absorption LIDAR (DIAL) systems; and related support subsystems with application to aeronautics, aerospace, study of the Earth's atmosphere, and space and planetary exploration missions.
- (d) Develop and deliver concepts, planning, design, development, production, integration, operation, and de-service of laboratory systems and flight hardware in support of ongoing and future research in Earth and planetary atmospheric research, airborne, access-to-space and return-to-Earth, space, and planetary exploration systems. Typical skills include all disciplines within the engineering and science fields; design, engineering trades, manufacturing, logistics, mathematics, robotics, orbital mechanics, mechanisms, pyrotechnics, and materials.

(e) Develop IT-based visualization systems and computer-generated visualization and simulation of research systems; provide grid generation of systems concepts and research systems representations to support complex analyses; and provide, install and maintain high-end commercial-off-the-shelf engineering computer source codes used to support the Research and Technology functions.

(f) Perform tasks necessary for the successful accomplishment of safe and effective flight operations of the LaRC aircraft and the safe and effective operation of the LaRC flight simulation resources and related infrastructure. Provide technical and engineering support of areas related to operations, and modification of aircraft and ground-based flight research systems; active and passive simulation systems; and flight operations.

(g) Provide technical services in the areas of air traffic control, navigation and flight management systems, guidance, controls, avionics systems interfaces, installation services, and configuration control.

(h) Pilot and co-pilot Subject Matter Experts to participate in experiments that involve flight operations or simulators. Piloting and co-piloting services for LaRC aircraft on a contingency basis when NASA pilots are not available (e.g., repositioning of aircraft out of harm's way due to weather). The pilots and co-pilots provided by the contractor shall have current certification for the operation of the aircraft specified in the Task Order. The Contractor shall provide all necessary pilot and co-pilot insurance coverage with charges allocated on a task specific basis.

3.4 Research and Technology – Provide research and technology enabling capabilities to meet present and future needs of Aeronautics Research, Space and Exploration Systems and Space Operations Technology, Science, and Systems Analyses and Advanced Concepts Development. Typical Task Orders may include research and related activities that include, but are not limited to the following areas:

(a) Operation of piloted vehicles when third party pilot feedback is necessary for conduct of the research, remotely piloted vehicles, autonomous vehicles, or other national public assets, or test platforms as assigned in the National Airspace System (NAS). Typical tasks will be primarily focused on aspects of safety, noise reduction, capacity enhancements, and NAS modernization, from operations concept development, flight procedures development, cockpit interface research, through evaluation in simulated and actual environments when third party pilot feedback is necessary to conduct the research.

(b) Crew – cockpit systems interface and interaction technology. Typical tasks include alerting systems and recovery procedures, flight deck design guidelines, hazard mitigation systems, human/automation and human/machine interface issues.

(c) Fundamental electromagnetics and sensors technology. Typical tasks are focused on laboratory measurements of the electromagnetic characteristics of various electronic components and subsystems as well as antenna performance modeling and simulation. Sensors simulation tasks are focused on but not limited to antenna performance, scattering models, High Intensity Radiated Fields (HIRF) analysis, hazardous weather algorithms, enhanced vision image enhancement, remote sensing, and radar simulation.

(d) Fundamental safety-critical avionics technology. Tasks are primarily focused on engineering system integrity throughout the life cycle process. Typical tasks include

development of formal methods software analysis, algorithm verification, and the engineering of robust architectures that are also fault tolerant. Typical software and data integrity activities include development of integrated verification, validation and certification processes, development of software certification techniques, effective knowledge and use of tools to perform mishap investigations.

(e) Flight dynamics. Typical tasks include all aspects of analysis, simulation, and flight of atmospheric vehicles of all types, extension of atmospheric vehicle capabilities to planetary entry systems, including dynamic stability and parachute interactions. Other activities include development of mathematical models applicable for enhanced simulation of systems and ground to flight correlation.

(f) Guidance and control. Typical tasks include all aspects of trajectory optimization, guidance, and control theory. Typical tasks include dynamic systems modeling, simulation, and development and use of system identification techniques. Trajectory work is focused on optimization-compatible dynamic system modeling, tool development for nonstandard optimization problems, and sensitivity analysis and neighboring optimal control law design. Control theory work considers robust, adaptive, reconfigurable, distributed systems, and autonomous systems.

(g) Advanced materials syntheses and processing. Typical tasks will target the development and fabrication of efficient, high-performance material concepts for aerospace and space applications.

(h) Understanding of advanced materials and structures under mechanical loads while operating in extremely hostile environments typical of aerospace, space, and planetary exploration. Typical tasks include evaluation and verification of durability, damage tolerance, failure, dynamic behavior, and validation of performance. Other related activities include design, development, installation, maintenance, and safe operation of complex materials research experimental systems and laboratories.

(i) Efficient, mathematical, physics-based analytical and computational methods. Typical tasks will develop methods to enable multidisciplinary design and analysis of advanced materials and structures under mechanical, thermal, radiation loads typical of aerospace, space and planetary exploration mission and environments.

(j) Quantification and control of impact dynamics; aircraft and spacecraft dynamics; and landing and ground operations of aerospace, space, and planetary exploration systems.

(k) Develop control concepts applicable to precision management of systems for space observations, and aircraft morphing.

(l) Advanced nondestructive evaluation and health monitoring sensors as intelligent systems to ensure structural integrity, configuration control, reliability, and safety for aerospace, space, and planetary exploration applications.

(m) Fundamental understanding, quantification, control of complex unsteady aerodynamics and aeroelastic phenomena experienced by aerospace vehicles. Typical tasks include work on theoretical aeroelasticity, experimental aeroelasticity, development of advanced aeroservoelastic concepts, and experimental aeroelastic expertise for wind-tunnel and flight test activities.

(n) Computational and experimental aerodynamics support to develop aerodynamic databases, and the design, development, and assessment of complex configurations.

(o) Advancement of multidisciplinary methods to enable the design, development, analysis, and test and evaluation of hypersonic air-breathing propulsion flow paths.

(p) Computational and experimental assessments of heating environments for vehicle design and optimization for all classes of aerospace vehicles.

(q) Advanced computational methods for analysis and design of aerospace vehicles. Typical tasks include the development of grid generation technology and the generation of surface and volume grids for CFD and Direct Simulation Monte Carlo (DSMC) codes. Other related tasks include installation of upgrades, and maintenance of existing software.

(r) Understanding of fundamental flow physics and acoustics. Typical tasks include modeling and development of innovative flow control technology, prediction and modeling of noise sources, development of technologies to reduce and/or control noise generation, improve aerodynamic performance and vehicle control, and the assessment of system and community noise.

(s) Advanced measurements and sensors, instrumentation, and testing technologies applicable to aeronautics, Earth science, and planetary atmospheric flight. Typical Tasks include test implementation and operation activities such as advanced full spectrum wind tunnel testing technology development; design, planning and coordination of tests; instrumentation selection; development of advanced wind tunnel test techniques; and the implementation of methods to determine experimental uncertainty.

(t) Design and implement improvements to specified LaRC electromagnetic test ranges to ensure the needed quality and accuracy of experimental data to support research tasks.

3.5 General Mission Support – Perform tasks to contribute to the successful accomplishment of broad mission areas. Typical Task Orders activities may include, but are not limited to the following areas:

(a) Information systems and electromagnetic systems disciplines. Related tasks include: design and development of electronic hardware for information and electromagnetic systems; design and development of computer codes for the analysis of complex sensor, antenna and digital computer systems; development of design and assessment methods for life-critical systems; and maintenance and operation of related research laboratories. Other typical tasks may include:

(i) Design, development, and production of electronics and electronics-related equipment necessary for the development and testing of sensors and sensor systems, digital circuit and microprocessor designs, optical/fiber-optic system fabrication and evaluation.

(ii) Design, development, modeling, simulation, and implementation of computer codes for the design and assessment of optical, electro-optical, electromagnetic, and digital systems.

(iii) Development of techniques for the design and assessment of fault-tolerant, life-critical systems for aerospace applications that use formal specifications, automatic theorem proving, hierarchical design methodologies, fault-tolerant systems theory, reliability theory and other available capabilities.

(iv) Maintenance and operation of information and electromagnetic technology research laboratory systems.

(b) Support agency level Independent Program Assessments (IPA). Activities may include investigation, analyses, assessments, studies, tests, reviews, and development of concepts of proposals, solution of problems, and agency level review for general mission support and mission safety, aeronautic and aerospace research programs, access-to-space programs, general/commercial/military aviation programs, Earth and space science programs, planetary exploration, engineering, and related independent activities. These activities may support actual or potential large, high visibility, and critical Agency missions, and may be numerous, short duration, and time-critical in nature. The urgency and degree of difficulty of the activities may require the temporary services of recognized Subject Matter Experts in any of the areas already covered above in the PWS or other technical areas that urgency dictates, typically varying from a few days to several weeks. The activities may also require additional administrative support for peak periods, innovative and rapid subcontract processing for supporting NASA's activities, database maintenance of viable candidates for the work, and expeditious response in all interactions with NASA.

DRAFT
AWARD FEE EVALUATION PLAN
(APPLICABLE TO CLIN 2)

Technology, Engineering, and Aerospace Mission Support (TEAMS)

CONTRACT No. TBD

CONTENTS

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PART V CHANGES TO EVALUATION PLAN

ATTACHMENT 1 GRADING TABLE

ATTACHMENT 2 ACTIONS AND SCHEDULES FOR AWARD FEE DETERMINATIONS

Technical Coordinator

Business Coordinator

Secretary

Chair

Member

Member

Member

Member

PART I — INTRODUCTION

(A) This plan covers the administration of the award fee provisions of Contract No. (TBD at time of award) , dated (TBD at time of award) , with (TBD at time of award) . The contract was awarded after completion of negotiations in accordance with the provisions of RFP NNL06148457.

(B) This plan applies to CLIN 2 Task Orders. CLIN 3 Task Orders are not subject to this Award Fee Plan.

(C) The evaluation factors specified in Part III will be used to evaluate the Contractor's performance at the Task Order level.

(D) The following matters, among others, are covered in the contract:

- (1) The contractor is required to provide non-personal services to perform engineering, scientific, and related tasks. These services will assist the NASA Langley Research Center (LaRC) in meeting the objectives of its evolving mission functions along with interrelated functions of the agency and other NASA centers.
- (2) The term of the contract is from (TBD at time of award) through (TBD at time of award) .
- (3) The estimated cost of performing the contract is \$ (TBD at time of award) .
- (4) The award fee payable will be determined semi-annually by the Fee Determination Official in accordance with this plan.
- (5) Award fee determinations are not subject to the Disputes clause of the contract.
- (6) The FDO may unilaterally change the matters in this plan, as covered in Part V and not otherwise requiring mutual agreement under the contract, provided the contractor receives notice of the changes at least 10 work days PRIOR TO the beginning of the evaluation period to which the changes apply.

PART II — AWARD FEE EVALUATION BOARD ORGANIZATIONAL STRUCTURE

(A) Charter: The Award Fee Evaluation Board (AFEB) derives its authority from a Langley Research Center (LaRC) memorandum signed by the Center Director dated (TBD at time of award) .

The Charter of the AFEB is to maintain an organization and establish a method of operation which will ensure acquisition of data necessary to permit a valid semi-annual assessment of the Contractor's performance in the following three areas: (1) Technical Performance; (2) Management, Safety, and Security; and (3) Cost. The AFEB is to implement an evaluation plan, evaluate the Contractor's overall performance concerning the contract work, discuss such evaluations with the Contractor, and submit to the Fee Determination Official (FDO) a fee recommendation for each evaluation period with applicable results and findings.

(B) Award Fee Evaluation Board: The AFEB membership consists of those individuals appointed in the memorandum dated (TBD at time of award) signed by the Center Director. Changes in the AFEB Chairperson, other Voting members, Secretary, and Technical and Business Coordinators will be approved by the FDO in writing. The Center Director assigns the FDO and will make changes as required. The Contractor will be provided with notification of any such changes in writing. The AFEB is comprised of:

(1) Fee Determination Official — A member of Langley Research Center (LaRC) management designated to review the semi-annual recommendation of the AFEB in order to make a final determination of the award fee. The Center Director shall make the appointment and any changes of the FDO in writing.

(2) AFEB Chairperson — A LaRC civil service employee designated to lead the award fee evaluation process. The Chair is responsible for leading the preparation of the award fee plan and for all meetings of the AFEB. The Chair shall schedule all meetings so that the evaluation process can be completed within the time allotted. If the AFEB Chair is unavailable to schedule and conduct the meeting, the FDO shall appoint one of the other voting members to serve as Chairperson for the Award Fee Evaluation period.

(3) AFEB Secretary — A LaRC civil service employee designated to document the activities of the AFEB. The Secretary is responsible for the minutes of meetings or other documentation that summarizes the information reviewed, including any additional information provided by the contractor, as well as documenting the consideration given to all such information.

(4) Technical Monitor — A NASA civil service employee designated to serve as a liaison between the Contractor and the Contracting Officer's Technical Representative (COTR). A Technical Monitor (TM) is responsible for monitoring the overall task performance by the Contractor including delivery of the final product and/or services identified in Task Orders, and Performance Work Statement. TMs are appointed by the COTR and are identified in the Task Order document.

(5) Coordinator — A LaRC civil service employee designated to receive, validate, assess and present performance information to the AFEB. There are two Coordinators for this contract:

(a) Technical Coordinator — responsible for documenting and presenting the evaluation of the Contractor's Technical Performance. The Technical Coordinator will assimilate the TMs' semi-annual evaluation reports and input their adjective and numerical ratings, significant strengths/weaknesses, and other pertinent performance evaluation information into a report. The report will include analysis of the evaluation data input from the Contractor, and Coordinator's conclusions/recommendations. The Technical Coordinator will also document strengths and weaknesses of the Contractor's performance under the Technical Performance Factor, and assign an adjective rating as described in Attachment 1 to Exhibit B.

(b) Business Coordinator — will evaluate the Management and Safety, and the Cost Factors, and will assign an adjective rating as described in Attachment 1 to Exhibit B for each Factor. In deriving a rating for the Management and Safety Factor, the Business Coordinator will take into account the effectiveness of the Contractor in recognizing and resolving business problems. The Business Coordinator will then perform a cost analysis as defined below and present the findings to the AFEB. The Business Coordinator will also document strengths and weaknesses in reference to Management and Safety along with the results of the Cost analysis.

The Coordinators' reports will be forwarded to the AFEB at least three working days prior to the scheduled AFEB meeting. The Coordinators will present an oral briefing of their evaluation results at the evaluation meetings.

(C) AFEB Meeting — The meetings will be scheduled so that the evaluation process can be completed and the Determinations and Findings presented to the FDO for action within 45 calendar days following completion of the evaluation period. At least four of the five voting AFEB members shall be present in order to conduct the meeting.

PART III — EVALUATION REQUIREMENTS

The following is a description of the evaluation factors to be considered. The Contractor's performance levels will be assessed for each factor using the adjective ratings described in Attachment 1 to Exhibit B. The evaluation process will encompass actual performance and the conditions under which it was achieved. For example, performance will be considered in light of the priorities and workload existing during the evaluation period, taking into consideration factors beyond the Contractor's control, which either enhanced or detracted from performance.

(A) Technical Performance — The effectiveness of the Contractor's overall technical performance will be evaluated. The primary basis of the evaluation will be the specific standards/metrics listed in individual Task Orders.

(B) Management, Safety, and Security — The effectiveness of the Contractor's overall management will be evaluated at the contract level (vice the Task Order level). Consideration will be given to:

- (1) Staffing effectiveness, including:
 - (a) Balancing retention of required skillsets vs. overall contract "cost creep"
 - (b) Proper training to maintain required skillsets
- (2) Responsiveness to emergency and other urgent tasks
- (3) Compliance with US Government and NASA/LaRC regulations and procedures for:
 - (a) Export control and general release of information
 - (b) IT security and IT security training
 - (c) Workplace safety and safety training
- (4) Effectiveness of the Contractor's safety and health program:
 - (a) Evaluation of the Contractor's emphasis on safety:
 - (i) Safety training
 - (ii) Actions taken to prevent accidents or safety violations
 - (iii) Recognition of safety hazards/violations and remedial actions
 - (iv) Timeliness and adequacy of required safety documentation
 - (b) Analysis of lost-time and other accidents:
 - (i) Frequency
 - (ii) Types of accidents
 - (iii) Duration of lost time

- (iv) Reasons for the accidents
- (v) Assessment to determine if accidents represent isolated instances or are symptomatic of a contractor safety program deficiency
- (5) Effectiveness of the Contractor's security program:
 - (a) Maintenance of Top Secret facility clearance capability
 - (b) Maintenance of sufficient number of appropriately cleared staff
 - (c) Compliance with applicable security regulations
 - (d) No major security breaches
- (6) Overall management effectiveness, including:
 - (a) Adequacy of equipment and other tools to perform the contract
 - (b) Communications/cooperation/working relationships with Government
 - (c) Quality and timeliness of required documentation
 - (d) Recognition, resolution, and prevention of problems, including OCIs
 - (e) Soundness of management systems including:
 - (i) Control of Government property
 - (ii) Purchasing and subcontracting
 - (iii) Time and attendance
 - (iv) Work scheduling and control
 - (f) Any other actions that significantly contribute to or detract from effective management

(C) Cost Analyses — The effectiveness of the Contractor's management of cost will be evaluated. The cost evaluation is a subjective analysis based on a variety of factors. The evaluation will be based on the Task Orders performed during the six-month evaluation period, an overall assessment of the Contractor's indirect rates, and other areas of the planned and actual costs. These areas will include but are not limited to G&A and overhead, wrap rates, and material and travel costs. There will be two Task Order cost analyses also considered in the award fee process to address specific areas of cost performance as described below:

(1) Cost Overrun/Underrun Analysis: The Task Order Actual Cost will be compared to the Task Order Planned Cost for each Task Order performed during the six-month evaluation period. This analysis considers the percentage of tasks that fall at or below 105% of the Task Order Planned Cost. Minimizing overruns is always important, however, controlling underruns is also important as the Award fee is based on the estimated cost, not the actual cost.

(2) Cost Estimation Accuracy Analysis: This analysis assesses the Contractor's performance in controlling the actual number of Task Orders that exceed $\pm 10\%$ of the Task Order Planned Cost and managing the overall accuracy of its cost estimation. The analysis will provide an understanding of the overall Task Order compliance, rather than simply using an average that can be skewed by excellent performance on only the largest tasks. The analysis takes into consideration the Total Planned Cost, Total Actual Cost, and the number

of Task Orders that fall within $\pm 10\%$ of the Task Order Planned Cost. This analysis will be performed in the following manner:

- (a) Compute a percentage Task Order compliance based on the number of Task Orders where the Task Order Actual Cost is within $\pm 10\%$ of the Task Order Planned Cost.
- (b) Compute a \pm percentage overall deviation by subtracting the Total Actual Cost from the Total Planned Cost and dividing the result by the Total Planned Cost.
- (c) Compute the percentage overall Task Order compliance with the planned costs by computing $[100 - (\text{the absolute value of the percentage determined in (b) above})]$.
- (d) Average the values determined by (a) and (c) above.

(3) Cost Analysis Report: The Contractor shall prepare and submit both Cost Analysis calculations defined above and include them as Appendix 1 to the self-assessment report. The analysis shall include:

- (a) A listing of all Task Orders performed during the six-month evaluation period.
- (b) The Task Order Planned Cost of each Task Order performed during the six-month evaluation period.
- (c) The Task Order Actual Cost of each Task Order performed during the six-month evaluation period.
- (d) The percentage of Task Orders where the Task Order Actual Cost falls at or below 105% of the Task Order Planned Cost.
- (e) The Total Planned Cost of all Task Orders performed during the six-month evaluation period.
- (f) The Total Actual Cost of all Task Orders performed during the six-month evaluation period.
- (g) The percentage of Task Orders where the Task Order Actual Cost falls within $\pm 10\%$ of the Task Order Planned Cost.

(4) Definitions:

- (a) Task Order Planned Cost = The final negotiated cost of the individual Task Order applicable to the six-month evaluation period.
- (b) Task Order Actual Cost = The final cumulative cost incurred in performing the Task Order for the six-month evaluation period taken directly from the NASA Financial Management Report NF533.
- (c) Total Planned Cost = The sum of the planned cost for all Task Orders or milestones performed during the six-month evaluation period.

(d) Total Actual Cost = The sum of the actual cost for all Task Orders or milestones performed during the six-month evaluation period.

The Government reserves the right to adjust both analyses listed above to correct errors in the Contractor's calculations or to factor in other circumstances that occurred during the six-month evaluation period.

PART IV – METHOD FOR DETERMINING AWARD FEE

(A) A determination of the award fee earned for each evaluation period will be made by the FDO within 45 days after the end of the period. The method to be followed in monitoring, evaluating and assessing contractor performance during the period, as well as for determining the award fee earned or paid, is described below. Attachment 2 to Exhibit B summarizes the principal activities and schedules involved.

(B) TMs will observe, assess, and report the performance by the Contractor on specified Task Orders. TMs will complete a semi-annual Task Order performance report using the standards/metrics specified in the Task Orders as the basis for evaluation. TMs will assign an overall adjective and numerical rating to Task Orders, with consideration given to quality, timeliness, and efficiency, using the definitions set forth in Attachment 1 to Exhibit B. In addition, TMs will indicate any major strengths or weaknesses that need to be brought to the AFEB's attention.

(C) The Contractor may submit a 5-page (or less) self-assessment report including cost analyses (not included in the 5-page limitation) to the technical and business coordinators within 25 calendar days from the end of the initial 5-month evaluation period and each additional 6-month evaluation period. The report shall contain any pertinent information that the Contractor considers to be critical to the evaluation process. The Technical and Business Coordinators will assess the Contractor's performance for the period using this report and other documentation. Furthermore, the Contractor will have the opportunity to provide a 15-minute presentation to the AFEB at the beginning of the AFEB meeting.

(D) The AFEB will implement a plan for evaluating the Contractor's performance and will periodically review the plan to determine if it is still current and whether any changes are necessary. The AFEB will convene on a schedule that ensures completion of the total award fee process within 60 calendar days after the end of the award fee period according to Attachment 2 to Exhibit B.

The AFEB will receive written and oral evaluation reports from the Coordinators. Using the approved evaluation plan and giving due consideration to all known performance data, the AFEB will assess the Contractor's overall performance. The AFEB will develop an adjective rating as set forth in Attachment 1 to Exhibit B for each of the Evaluation Factors: Technical Performance; Management, Safety and Security; and Cost. The adjective ratings will then be converted to a numerical rating.

The AFEB will then weigh each of the factor numerical ratings by the Factor weights as follows:

Technical Performance.....	50%
Management and Safety.....	25%
Cost.....	25%

The AFEB will then sum the weighted scores to derive a recommended award fee rating. The AFEB will review the rating to ensure that it reflects the consensus of the AFEB members regarding the Contractor's overall performance for the period. The AFEB will then derive a recommended fee amount.

The AFEB meets with the Contractor to discuss findings and make changes, if needed. The AFEB will consider any further performance data offered by the Contractor, and, if necessary, will revise evaluation findings, adjective ratings, and recommended fee rating to reflect this additional information. The AFEB will document its evaluation results and recommended fee amount for transmittal to the FDO. If the FDO's final determination of award fee is different from that recommended by the AFEB, the FDO's rationale will be documented for the AFEB's file. The Board will prepare a "Notice of Award Fee" for transmittal by the Contracting Officer to the Contractor.

(E) The Office of Procurement will maintain the official award fee evaluation file containing: The AFEB Establishment Memorandum and revisions, evaluation plan and revisions, minutes of meetings, coordinators' and monitors' reports, contractor submittals, general correspondence, memoranda to the FDO, determinations of award fee, notices of award fee, and other documents of significance.

PART V — CHANGES TO EVALUATION PLAN

Throughout the period of performance, both parties to the contract are encouraged to submit suggestions for changing management emphasis, motivating higher performance levels, or simplifying the evaluation process. Both the Government and the contractor should work to eliminate any unnecessary contractual, organizational, or conceptual barriers that impede a partnering relationship.

The Government has the right to make unilateral changes to the plan. Any changes to this Award Fee Evaluation Plan will be made by the AFEB and will be approved by the AFEB Chairman. All changes will be effective at the beginning of the first award fee period after the Contracting Officer has notified the Contractor in writing of the changes.

Attachment 1

GRADING TABLE

<u>Adjectival Rating</u>	<u>Description</u>	<u>Range of Performance Points</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.	100-91
Very Good	Very effective performance, fully responsive to contract requirements accomplished in a timely, efficient, and economical manner for the most part. Only minor deficiencies.	90-81
Good	Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.	80-71
Satisfactory	Meets or slightly exceeds minimum acceptable standards; adequate results. Reportable deficiencies with identifiable, but not substantial, effects on overall performance.	70-61
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	Less than 61

Any factor receiving a grade of "Poor/Unsatisfactory" (less than 61) will be assigned zero performance points for the purposes of calculating the award fee amount. The Contractor will not be paid any award fee when the total award fee score is "Poor/Unsatisfactory" (less than 61).

In accordance with NFS 1816.405-274, an overall fee determination of zero will be assessed for any evaluation period in which there is either:

- (1) A major breach or safety or security as defined in NASA FAR Supplement (NFS) 1852.223-75; or
- (2) A significant cost overrun within the Contractor's control.

Attachment 2

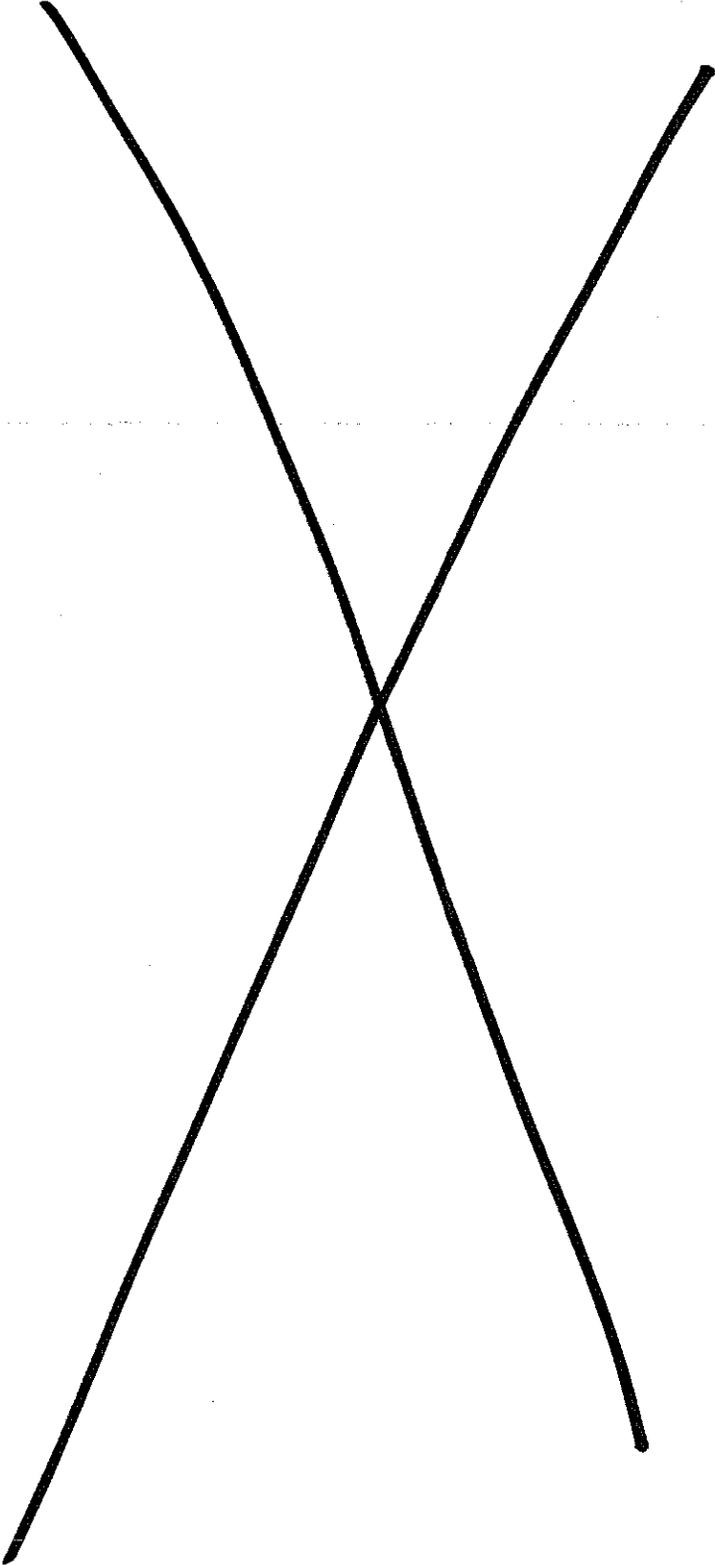
ACTIONS AND SCHEDULES FOR AWARD FEE DETERMINATIONS

The following is a summary of the principal actions involved in determining the award fee for the evaluation periods.

<u>Action</u>	<u>Schedule (Calendar Days)</u>
1. AFEB Chair and members appointed.	Prior to end of the first award fee period
2. AFEB considers reports and other requested performance information.	On-going
3. Contractor submits self-assessment report.	NLT 14 calendar days after end of each award fee period
4. Technical Monitors submit evaluation reports.	NLT 21 calendar days after end of each award fee period
5. AFEB meets to assess Contractor's overall performance, assign an adjective rating and a proposed award fee based on the Scoring Guidelines.	NLT 39 calendar days after end of each award fee period
6. AFEB meets with the Contractor to discuss findings and make changes, if needed, based on any new information given by the Contractor.	NLT 39 calendar days after end of each award fee period
7. AFEB establishes findings and recommendations for the Award Fee Evaluation Report (AFER).	NLT 39 calendar days after end of each award fee period
8. AFEB chair submits AFER to the FDO.	NLT 40 calendar days after end of each award fee period
9. FDO considers the AFER and discusses it with AFEB, as appropriate.	NLT 44 calendar days after end of each award fee period
10. FDO signs award fee determination letter. Office of Procurement sends notification of Award Fee to the Contractor.	NLT 45 calendar days after end of each award fee period
11. Payment made to Contractor.	NLT 60 calendar days after end of period

Task Order Schedule of Rates

Contract Year 5

Classification	
Technical Professional	
Computer Scientist	
Swales Aerospace	
Lockheed Martin	
VIGYAN	
Engineer	
Swales Aerospace	
Lockheed Martin	
VIGYAN	
Engineer Supervisor	
Swales Aerospace	
Lockheed Martin	
VIGYAN	
Multimedia Specialist	
Swales Aerospace	
Lockheed Martin	
VIGYAN	
Operational Aircraft Pilot	
Swales Aerospace	
Lockheed Martin	
VIGYAN	
Programmer	
Swales Aerospace	
Lockheed Martin	
VIGYAN	
Project Manager	
Swales Aerospace	
Lockheed Martin	
VIGYAN	
Research Scientist	
Swales Aerospace	
Lockheed Martin	
VIGYAN	
Senior Scientist	
Swales Aerospace	
Lockheed Martin	
VIGYAN	
Systems Analyst	
Swales Aerospace	
Lockheed Martin	
VIGYAN	

Task Order Schedule of Rates

Contract Year 5

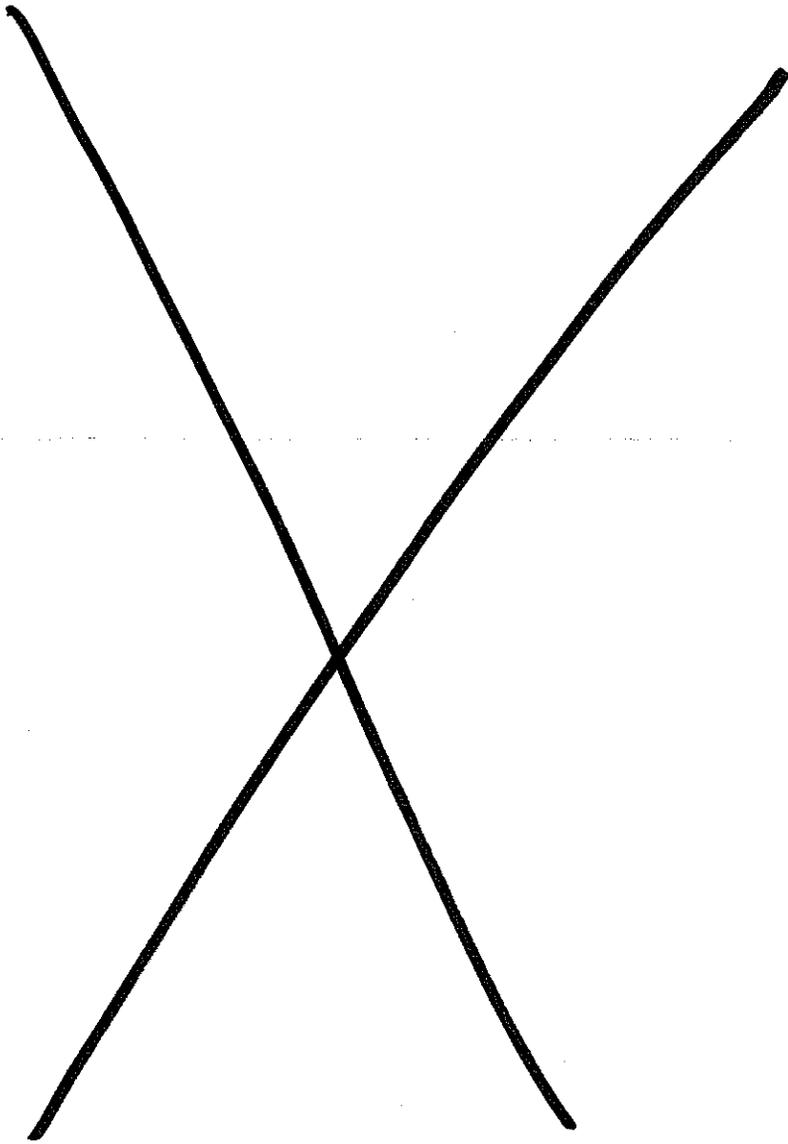
Classification



Task Order Schedule of Rates

Contract Year 5

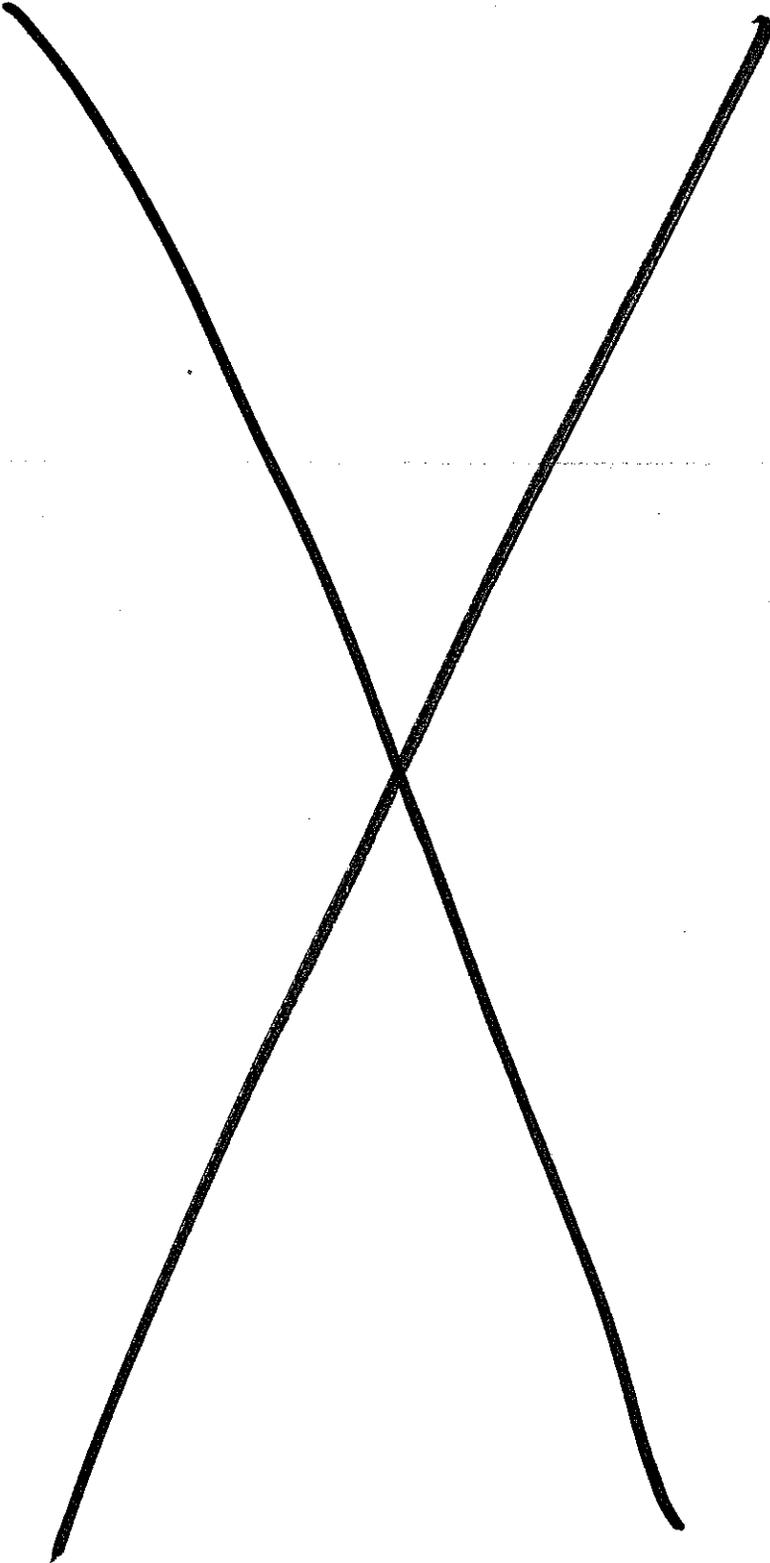
Classification
Support Personnel
Administrative Associate
Swales Aerospace
Lockheed Martin
ViGYAN
Air Traffic Controller
Swales Aerospace
Lockheed Martin
ViGYAN
Documentarian
Swales Aerospace
Lockheed Martin
ViGYAN
Project Planner
Swales Aerospace
Lockheed Martin
ViGYAN
Scheduler/Cost Analyst
Swales Aerospace
Lockheed Martin
ViGYAN
Support Multimedia Specialist
Swales Aerospace
Lockheed Martin
ViGYAN
Support Programmer
Swales Aerospace
Lockheed Martin
ViGYAN



Task Order Schedule of Rates

Contract Year 5

Classification
Technician
Designer
Swales Aerospace
Lockheed Martin
VIGYAN
Electronic Technician
Swales Aerospace
Lockheed Martin
VIGYAN
Engineering Associate
Swales Aerospace
Lockheed Martin
VIGYAN
Mechanical Technician
Swales Aerospace
Lockheed Martin
VIGYAN
Test Assistant
Swales Aerospace
Lockheed Martin
VIGYAN
Test Conductor
Swales Aerospace
Lockheed Martin
VIGYAN



Task Order Schedule of Rates

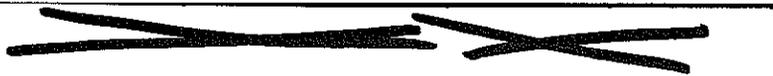
Contract Year 5

Classification
Technical Professional
Computer Scientist
Swales Aerospace
Lockheed Martin
ViGYAN
Engineer
Swales Aerospace
Lockheed Martin
ViGYAN
Engineer Supervisor
Swales Aerospace
Lockheed Martin
ViGYAN
Multimedia Specialist
Swales Aerospace
Lockheed Martin
ViGYAN
Operational Aircraft Pilot
Swales Aerospace
Lockheed Martin
ViGYAN
Programmer
Swales Aerospace
Lockheed Martin
ViGYAN
Project Manager
Swales Aerospace
Lockheed Martin
ViGYAN
Research Scientist
Swales Aerospace
Lockheed Martin
ViGYAN
Senior Scientist
Swales Aerospace
Lockheed Martin
ViGYAN
Systems Analyst
Swales Aerospace
Lockheed Martin
ViGYAN

Task Order Schedule of Rates

Contract Year 5

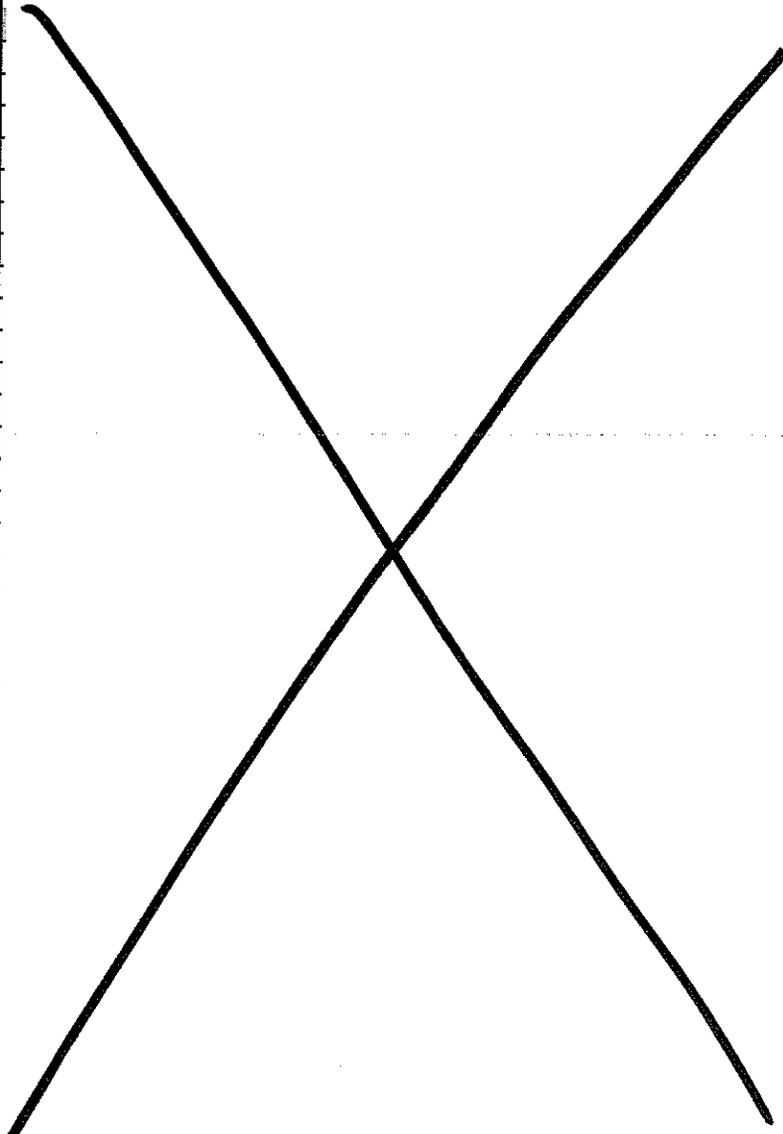
Classification



Task Order Schedule of Rates

Contract Year 5

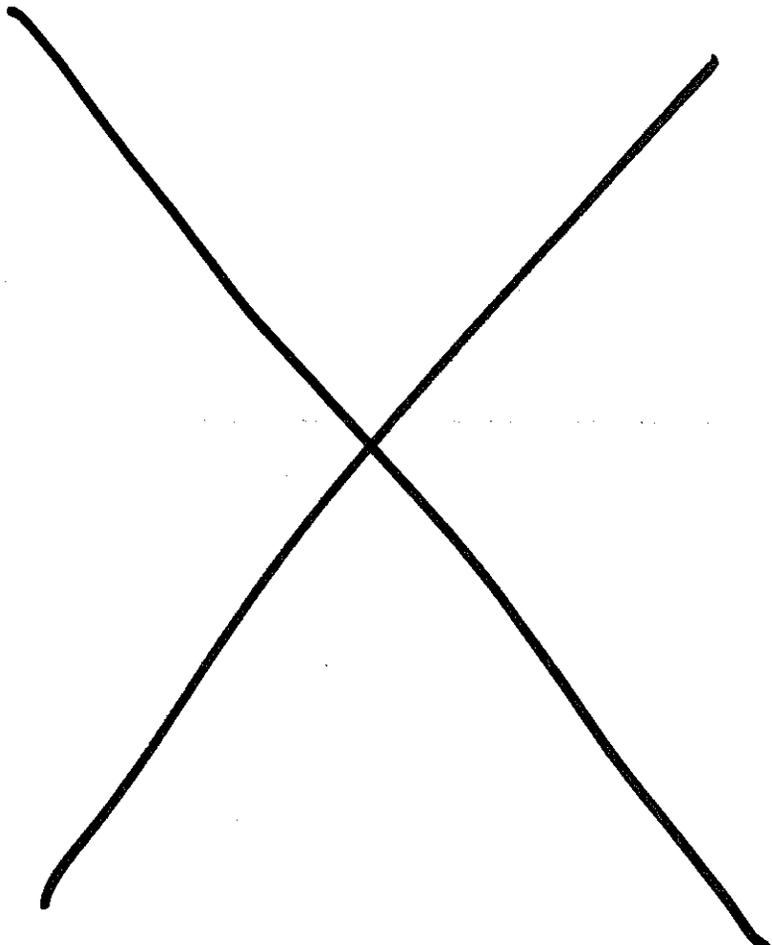
Classification
Support Personnel
Administrative Associate
Swales Aerospace
Lockheed Martin
ViGYAN
Air Traffic Controller
Swales Aerospace
Lockheed Martin
ViGYAN
Documentarian
Swales Aerospace
Lockheed Martin
ViGYAN
Project Planner
Swales Aerospace
Lockheed Martin
ViGYAN
Scheduler/Cost Analyst
Swales Aerospace
Lockheed Martin
ViGYAN
Support Multimedia Speciali
Swales Aerospace
Lockheed Martin
ViGYAN
Support Programmer
Swales Aerospace
Lockheed Martin
ViGYAN



Task Order Schedule of Rates

Contract Year 5

Classification
Technician
Designer
Swales Aerospace
Lockheed Martin
ViGYAN
Electronic Technician
Swales Aerospace
Lockheed Martin
ViGYAN
Engineering Associate
Swales Aerospace
Lockheed Martin
ViGYAN
Mechanical Technician
Swales Aerospace
Lockheed Martin
ViGYAN
Test Assistant
Swales Aerospace
Lockheed Martin
ViGYAN
Test Conductor
Swales Aerospace
Lockheed Martin
ViGYAN



PERSONAL IDENTITY VERIFICATION

Personal Identity Verification (PIV) Card Issuance Procedures In Accordance With Far Clause 52.204-9 (Jan 2006), Personal Identity Verification Of Contractor Personnel, And Pic 06-03 (January 18, 2006), Personal Identity Verification Of Contractors

Federal Information Processing Standard (FIPS) 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

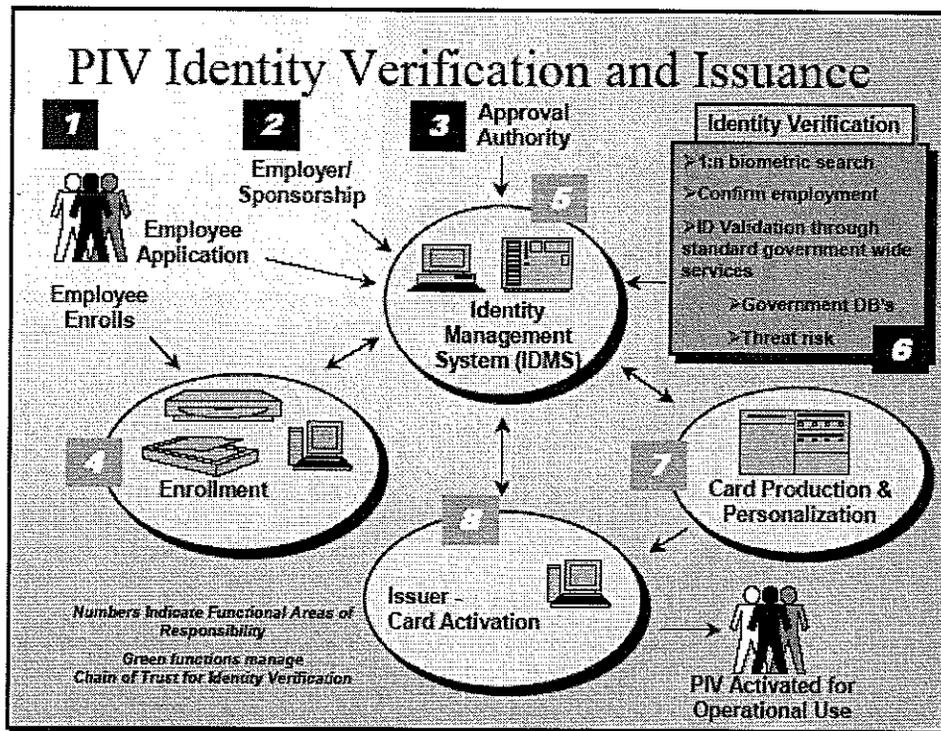


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1: The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be

working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication.

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access.

Step 2: Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal¹ or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3: Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4: Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will a National Crime Information Center (NCIC) with an Interstate Identification Index check is/has been performed. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5: Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

¹ A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6: Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7: The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

Interim Procedure 1: If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.

Interim Procedure 2: Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.

Interim Procedure 3: Upon return of the completed NAC, the process will continue from Step 5.

<p align="center">DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the National Industrial Security Program Operating Manual apply to all security aspects of this effort)</i></p>	<p>1. CLEARANCE AND SAFEGUARDING</p> <p>a. FACILITY CLEARANCE REQUIRED: TOP SECRET</p> <p>b. LEVEL OF SAFEGUARDING REQUIRED: SECRET</p>
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<p>2. THIS SPECIFICATION IS FOR: (X and complete as applicable)</p> <p>a. PRIME CONTRACT NUMBER NNL07AA00B</p> <p>b. SUBCONTRACT NUMBER</p> <p>X c. SOLICITATION OR OTHER NUMBER NNL06148457R</p> <p>Due Date (YYYYMMDD) 2006/07/31</p>	<p>3. THIS SPECIFICATION IS: (X and complete as applicable)</p> <p>X a. ORIGINAL (Complete date in all cases) Date (YYYYMMDD) 20060522</p> <p>b. REVISED (Supersedes all previous specs) Revision No. Date (YYYYMMDD)</p> <p>c. FINAL (Complete item 5 in all cases) Date (YYYYMMDD)</p>
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4. IS THIS A FOLLOW-ON CONTRACT? [] YES [x] 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 [] YES [x] NO, If yes, complete the following:
 In response to the contractors request dated _____, retention of the identified classified material is authorized for a period of: _____

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP Swales Aerospace 5050 Powder Mill Road Beltsville, MD 20705	b. CAGE CODE 8V543	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) TBD
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7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP Lockheed Martin Space Operations Two Corporate Plaza 2625 Bay Area Blvd Houston, TX 77058-1551	b. CAGE CODE 27413	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) TBD
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8. ACTUAL PERFORMANCE

a. LOCATION NASA LANGLEY RESEARCH CENTER	b. CAGE CODE N/A	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A
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9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

STATEMENT OF WORK FOR TECHNOLOGY, ENGINEERING, AND AEROSPACE MISSION SUPPORT (TEAMS) SERVICES FOR THE LARC FUNCTIONAL AREA OF AERODYNAMICS, AEROTHERMODYNAMICS, ACOUSTICS, STRUCTURES AND MATERIALS, AEROSPACE SYSTEMS AND CONCEPTS, AIRBORNE SYSTEMS, AND SYSTEMS ENGINEERING.

10. THIS CONTRACT WILL REQUIRE ACCESS TO	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	X		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTORS FACILITY OR 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 US CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
(2) Non-SCI		X	g. BE AUTHORIZED TO USE THE SERVICES OF THE 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)		X	SEE BLOCK 13 REMARKS		

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the National Industrial Security Program Operating 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)

NASA Langley Research Center
MS 126
Hampton, VA 23681-2199
Attn: Roberta I. Hollifield

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* 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 CLASSIFICATION GUIDANCE WILL BE PROVIDED BY THE RESPONSIBLE NASA INITIATING CLASSIFIED TASK ASSOCIATED WITH THIS CONTRACT.

ITEM 11.J WILL BE CONSIDERED: HOWEVER NO MONIES WILL BE SPENT WITHOUT PRIOR APPROVAL FROM THE CONTRACTING OFFICER AND THE PROGRAM SECURITY OFFICER (PSO).

ONLY INDIVIDUALS IDENTIFIED BY THE NASA LARC PSO WILL REQUIRE A TOP SECRET CLEARANCE.

THE PRIME CONTRACTOR SHALL PROVIDE COPIES OF DD FORM 254s THAT ARE ISSUED TO SUBCONTRACTORS RELEVANT TO THE PERFORMANCE OF CLASSIFIED TASKS ASSOCIATED WITH THIS CONTRACT TO THE SIGNATORY IDENTIFIED IN BLOCK 16D.

THE CONTRACTOR FACILITY SECURITY OFFICER (FSO) SHALL VERIFY THE SECURITY CLEARANCE STATUS OF EMPLOYEES SUPPORTING THE CONTRACT VIA STANDARD VISIT REQUEST SUBMITTED ANNUALLY OR AS NEEDED. VISIT REQUESTS MAY BE SUBMITTED VIA MAIL OR FAX (FAX NUMBER IS 757-864-8299). PLEASE INCLUDE ALL FOUR SECURITY DATA ELEMENTS FOR EACH CLEARED EMPLOYEE, (CLEARANCE LEVEL, DATE OF ISSUE, INVESTIGATION COMPLETION DATE, AND TYPE OF INVESTIGATION).

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract. YES NO

If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is required.

ADDITIONAL SECURITY REQUIREMENTS FOR TASKS COVERED BY ITEM 10F ARE COVERED IN THE NASA SPECIAL ACCESS PROGRAM SECURITY GUIDE (SAPSG) DATED DECEMBER 20, 2002

15. INSPECTIONS. ELEMENTS OF THIS CONTRACT ARE OUTSIDE THE INSPECTION RESPONSIBILITY OF THE COGNIZANT SECURITY OFFICE. (If yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if more space is needed.) YES NO

INSPECTION RESPONSIBILITY FOR TASKS COVERED BY ITEM 10F WILL BE THE RESPONSIBILITY OF THE LARC PROGRAM SECURITY OFFICER (PSO) OR HIS DESIGNEE.

16. CLASSIFICATION 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.

<p>a. TYPED NAME OF CERTIFYING OFFICIAL Sam A. Harvey</p>	<p>b. TITLE Program Security Officer</p>	<p>c. TELEPHONE (Include Area Code) (757)864-6507</p>
<p>d. ADDRESS (Include Zip Code) NASA LANGLEY RESEARCH CENTER M/S 411: ATTN: Sam A. Harvey HAMPTON, VA 23681-2199</p>		<p>17. REQUIRED DISTRIBUTION SMDC-IN-S <input checked="" type="checkbox"/> a. CONTRACTOR <input checked="" type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME & SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY</p>
<p>e. SIGNATURE</p>		

I. CONTRACT DOCUMENTATION REQUIREMENTS

A. Initial Baseline Financial Management Report: The Contractor shall prepare a time-phased baseline financial management report, detailing by month how you plan to incur costs for the first 12-month interval of the total 5-year contract period, utilizing the NASA Form 533Q format. The report shall be prepared and submitted via e-mail as a Microsoft Excel 2003 or PDF document, in accordance with instructions set forth on the reverse side of the 533Q form and NASA Procedural Requirements (NPR) 9501.2, "NASA Contractor Financial Management Reporting". The initial 533Q shall be submitted **within 30 working days after the effective date of contract.**

Financial baseline reports for each of the remaining 12-month intervals shall be submitted **within 10 working days of the anniversary of the effective date of this contract.** The total estimated cost and direct labor hours reflected in the baseline report must equal the contract values for the total contract period. The report shall be updated, as required, during the contract performance by submission of revised pages for approval by the Contracting Officer. The financial baseline report shall be revised each time a contract modification is executed which increases or decreases the contract estimated cost, for a reason other than an overrun. The report shall not be revised to include overrun costs.

Minimum reporting categories shall include:

- (1) Direct Labor Hours
- (2) Direct Labor Dollars
- (3) Overhead(s)
- (4) Subcontract
- (5) Material
- (6) Other Direct Cost
- (7) G&A
- (8) Total Estimated Cost
- (9) Fee
- (10) Total Estimated Cost and Fee

B. Monthly Financial Management Report

(1) The Contractor shall submit a monthly financial management report via e-mail as a Microsoft Excel 2003 or pdf format, as provided by the NFS clause 1852.242-73, "NASA Financial Management Reporting". This report shall be submitted utilizing NASA Form 533M, "Monthly Contractor Financial Management Report", in accordance with submission instructions contained on the reverse side of the form.

(2) For this Task Order contract, a 533M shall be provided for the levels indicated below:

(a) Each Authorized Task

(b) Contract Total. (Column 9b shall reflect total estimated cost of \$# plus award fee of \$#.)

(c) It is NASA's goal to improve the timeliness for reporting financial data. The Contractor shall submit the NF533M **not later than the 10th working day following the close of the Contractor's accounting period being reported.** Timeliness of financial reporting will be evaluated as part of the annual performance evaluation.

(d) It is NASA's goal to improve the integrity of its financial data. Since NASA uses the Contractor's estimate for the current month (column 8a of the 533M) as accrued costs in its monthly financial statements, it is important that this estimate be your best projection of the actual costs to be reported in column 7a of the subsequent month's 533M.

Therefore, each NF533M shall include a narrative explanation for variances exceeding +/-5 percent between estimated dollars shown in the prior month and actual dollars shown in the current month at the total contract level. (For example, the estimated dollars shown for June in column 8a. in the May 533M and the actual June dollars shown in column 7a. in the June 533M.) Accuracy of financial reporting will be evaluated as part of the annual performance evaluation.

(3) The minimum reporting categories specified in A. above shall be included in column 6 of this report.

C. Monthly Technical Letter Progress Report: The Contractor shall submit monthly technical letter reports for each Task Order describing progress of the task to date, noting all technical areas in which effort is being directed and indicating the status of work within these areas. Tasks may be summarized in one letter report, unless otherwise stipulated in individual Task Orders. Reports shall be in narrative form, brief and informal in content. These reports shall include:

- (1) A narrative performance work statement accomplished during the report period.
- (2) A statement of current and potential problem areas and proposed corrective action.
- (3) A discussion of work to be performed during the next report period.
- (4) The direct labor-hours and total cost expended during the report period as well as the cumulative direct labor hours and total cost expended to date for each Task Order and the projected direct labor hours and total cost to be expended to completion of the task.

The monthly progress report **shall be submitted within 10 working days after the end of each calendar monthly report period.** A monthly report shall not be required for the period in which the final report is due. This submittal shall be subject to the provisions of the Section I, FAR clause 52.242-2, "Production Progress Reports".

D. Final Reports: Each Task Order may require the Contractor to submit a final report, either formal or informal, which documents and summarizes the results. When a formal final Contractor report is required, it shall be submitted in accordance with the instructions contained

in NASA FAR Supplement clause 1852.235-73, "Final Scientific and Technical Reports". The specified number of approval copies shall be submitted within the time specified in the Task Orders.

E. Safety Reports: The Contractor shall submit safety reports to the LaRC Safety and Facility Assurance Office. These reports **shall be submitted on a quarterly basis** if the period of performance exceeds ninety days. If the period of performance is less than ninety days, the Contractor shall submit a single report upon completion of on-site work. The Safety Report shall include the hours worked on the contract and the number of fatalities, lost time cases, OSHA recordable incidents and first aid cases which have occurred during the past quarter (if less than ninety days, during the contract's period of performance). NOTE: The NASA LaRC Safety and Facility Assurance Branch (SFAB) has developed a web-based system entitled Contractor Monthly Accident Reporting (CMAR) located at <http://cmar.larc.nasa.gov/login.cfm>. If you choose to submit your information electronically via CMAR, no additional hard-copy reports are required. Please contact the responsible NASA official identified at the site for additional information regarding access to the system.

F. Notice of Violation Response: The Contractor shall respond to any Notice of Violation (NOV) issued for safety violations to the prime itself or its' Subcontractors within three working days of issuance. The response should include cause for violation; mitigation of impact, if applicable; planned prevention of recurrence. Response shall be submitted to the issuer of the NOV.

G. Information Technology (IT) Security Plan: The Contractor shall submit the IT Security Plan required by contract clause NFS 1852.204-76, "Security Requirements for Unclassified Information Technology Resources" for Contracting Officer approval **no later than 60 days after the effective date of the contract.**

H. Annual IT Security Training Report: The purpose of this report is to obtain confirmation that IT security training for contractor employees required under paragraph (e) of NFS clause 1852.204-76, "Security Requirements for Unclassified Information Technology Resources", has been completed by all individuals required to do so. NASA requires that this annual training be completed by 100% of the appropriate employees **no later than June 30 each year.** Accordingly, a report that includes the information listed below shall be submitted to the Contracting Officer no later than June 30 of each calendar year, so long as the period of performance of the contract has not expired prior to June 30th.

Report Content: (1) the number of employees requiring IT security training in accordance with the contract clause (i.e., in accordance with NPR 2810.1. "Nondiscrimination in Federally Assisted and Conducted Programs", which requires such training for all "employees who have access to NASA computer systems and networks that process, store, or transmit information"); (2) the number of those employees in item (1) that have completed the annual training as of June 30th; (3) whether the NASA on-line training system was used (use of the NASA on-line system is optional); and (4) a plan of action with milestones to reach 100% in item (2) if that level has not been achieved by June 30th.

I. Conformable Wage Rate Agreement: **Within 15 operating days after the effective date of the contract,** the Contractor shall submit a report confirming conformable wage rate agreement as this subject is addressed in the FAR clause 52.222-41, "Service Contract Act of 1965, as Amended", for those individuals employed by the Contractor who are covered by the Service Contract Act, but are not listed in Exhibit J.

J. Documentation for Transferring Property to the Government: In accordance with the NFS clause 1852.245-71, "Installation- Provided Government Property" clause of this contract, accountability for that property which is acquired for the Government under this contract shall be passed to the Government using the following procedure:

The transfer of accountability shall be initiated by the Contractor submitting a Requisition and Invoice/Shipping Document, DD Form 1149, accompanied by a copy of the Contractor's applicable purchasing and receipt document for the property. The Contractor shall insert both the Contractor's Subcontract/ Purchase Order number and the Government contract number on the DD Form 1149 under the Federal Stock Number, Description, and Coding of Material and/or Services block. For purchases of supplies and materials, this document **shall be submitted within 30 days after the end of each calendar-year quarter** (that is, not later than January 30, April 30, July 30, and October 30). For equipment purchases, the DD 1149 **shall be submitted within five workdays after acceptance of each item of equipment by the Contractor**. Receipt by the Contractor of a copy of the DD Form 1149 signed by the Government relieves the Contractor of accountability for the property specified on that form.

K. Quality Plan: The Contractor shall **submit with its proposal** a quality plan that addresses how the contract quality requirements will be met. The plan and subsequent revisions will be reviewed and approved by the Contracting Officer or the designated representative.

L. Quality System Documents (ISO 9001 and AS9100): The Contractor shall submit the following ISO, AS, and CMMI compliant documents in accordance with: (a) H.20, "Quality Management System Certification/Registration Requirements (ISO 9001) (LaRC 52.246-98) (Nov 2002)"; (2) H.22, "AS9100 Quality Management System Certification / Registration Requirements"; and (3) H.24 "Capability Maturity Model Integration (CMMI) Requirements", **no later than nine months from the effective date of contract:**

- (1) Quality System Manual
- (2) Quality System Procedures - These procedures shall address:
 - (a) contract and subcontract management
 - (b) customer requirement review and execution
 - (c) task management, including work order generation and processing
 - (d) document control
 - (e) handling of customer supplied product
 - (f) corrective, preventive, and continuing improvement action systems
 - (h) training of employees
 - (i) customer satisfaction/performance measurement

M. Federal Contractor Veterans Employment Report: In compliance with Clause 52.222-37, "Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans", the Contractor shall submit the Federal Contractor Veterans Employment Reports (VETS-100) as required by this clause.

N. Evidence of Insurance: The Contractor shall submit evidence of the insurance coverage, required by the Section I, NFS Clause 1852.228-75, "Minimum Insurance Coverage", (i.e., a Certificate of Insurance or other confirmation), to the Contracting Officer **prior to performing under this contract**. The Contractor shall also present such evidence to the Contracting Officer prior to commencement of performance under any options exercised, if applicable.

O. Interim Patent Rights Report: After the first anniversary date of the contract, the Contractor shall submit an annual list of all subject inventions to be disclosed as set forth in FAR 52.227-11, "Patent Rights--Retention by the Contractor (Short Form) (as modified by 1852.227-11, "Patent Rights--Retention by the Contractor (Short Form)"). This report is **due by March 31 of each year.**

P. Final Patent Rights Report: The Contractor shall submit a listing of all subject inventions or certify that there were none as set forth in FAR 52.227-11, "Patent Rights--Retention by the Contractor (Short Form) (as modified by NFS 1852.227-11, "Patent Rights--Retention by the Contractor (Short Form)"). This report is **due prior to contract closeout.**

Q. Invention Disclosure Reporting: The Contractor shall disclose each subject invention under the contract as set forth in FAR 52.227-11, "Patent Rights--Retention by the Contractor (Short Form) (as modified by 1852.227-11, "Patent Rights--Retention by the Contractor (Short Form)"). The electronic or paper version of NASA Form 1679, "Disclosure of Invention and New Technology (Including Software)", may be used for this reporting. Both the electronic and paper versions of this form may be accessed at <http://invention.nasa.gov>. Disclosures are required **within two months after the inventor discloses it in writing to Contractor personnel** who are responsible for patent matters.

R. On and Near-Site Staffing Report: The contractor shall submit a report which includes the number of on-site and near-site Work Year Equivalents (WYE's) performing work on the contract, broken down by skill category. An initial report shall be submitted within 30 days from the effective date of the contract. Subsequent updated reports are **due quarterly, on January 1, April 1, July 1 and October 1 of each year.**

These reports shall be e-mailed to the following: contractorwye@larc.nasa.gov. The subject line for the e-mail should be "Contractor WYE".

"On-site" WYE's include the time worked by prime contractor and Subcontractor employees on this contract whose primary duty station is on-site at Langley Research Center, whether such employees charge direct or indirect in the contractor's or Subcontractor's accounting systems (e.g., management and administrative staff may charge their time to an "indirect" account, but the time worked by such individuals shall still be counted in the on-site WYE).

"Near-site" WYE's include the time worked by prime contractor and Subcontractor employees on this contract whose primary duty station is within 50 miles of LaRC, whether such employees charge direct or indirect in the contractor's or Subcontractor's accounting systems. Work performed on local college campuses shall not be considered "near site" WYE's.

The contractor shall use the number of hours in its productive work year to compute the number of WYE's to be reported.

The contractor shall break out the On-site and Near-site WYE by skill category using the following categories: Scientist, engineer, technician, administrative professional, and clerical.

S. Organizational Conflicts of Interest Mitigation Plan: In compliance with Section H.11, "Access to Sensitive Information" (NFS 1852.237-72), the Contractor shall provide the Contracting Officer with a comprehensive organizational conflicts of interest avoidance plan **with its proposal.**

T. Source Code: The Contractor shall provide to the Contracting Officer's Technical Representative, all source code and all supporting documentation explaining the use and outcome of source code for each Task Order. See Section H.6.

U. Self-Assessment Report: The Contractor may submit a Self-Assessment Report in accordance with the instructions contained in the Award Fee Evaluation Plan (Exhibit B). The Self-Assessment shall not exceed 5 pages, not including cost analysis reports, and shall be delivered to the Government within 25 calendar days from the end of each award fee evaluation period.

V. Estimate of Percentage of Recovered Material Content for EPA Designated Products: In compliance with Clause I.8, Estimate of Percentage of Recovered Material Content for EPA Designated Products (FAR 52.223-9), the Contractor shall provide to the Environmental Management Office the percentage of the total recovered material used in contract performance including, if applicable, the percentage of postconsumer material content, **upon contract completion.**

W. Electronic Task Order Spreadsheet: The Contractor shall prepare an electronic Task Order spreadsheet **by contract award** and maintain it through contract completion.

(a) The CLIN 2 spreadsheet shall include but not be limited to: (1) Task Order number, (2) task monitor, organization code, and mail stop, (3) Task Order cost estimate, (4) Task Order estimated fee, (5) cumulative actual cost per Task Order, (6) balance of cost and fee per Task Order, (7) the number of revisions/modifications per Task Order, (8) the total estimated cost and fee for issued Task Orders, (9) the total actual cumulative cost and fee, (10) the total cumulative estimated cost and fee funding levels, (11) funded through date, and (12) WYE.

(b) The CLIN 3 spreadsheet shall include but not be limited to: (1) Task Order number, (2) task monitor, organization code, and mail stop, (3) Task Order total price, (4) Task Order cumulative partial price, if applicable, (5) Task Order balance of price, if applicable, (6) the number of modifications per Task Order, (7) the total cumulative price for issued Task Orders, and (8) WYE.

The spreadsheets shall be made available to the Contracting Officer and the Contracting Officer's Technical Representative upon request.

X. Virginia and Local Sales Taxes: In accordance with Section H.19, within 30 calendar days after the effective date of the contract, the Contractor shall submit a copy of the letter sent to the Virginia State Tax Commission and a copy of the subsequent response.

II. DOCUMENT DISTRIBUTION REQUIREMENTS

(a) Unless otherwise specified elsewhere in this contract, reports and other documentation shall be submitted F.O.B. destination as specified below, addressed as follows:

National Aeronautics and Space Administration Langley Research Center
Attn: **TBD/See Below**, Mail Stop: **TBD/See Below**, Contract: **NNL06 TBD**, Hampton, VA
23681-2199

(b) The following letter codes designate the recipients of reports and other documentation which are required to be delivered prepaid to Langley Research Center by the Contractor:

- A. Contract Specialist, Mail Stop 126
- B. Contracting Officer Technical Representative TBD
- C. New Technology Representative, Mail Stop 401
- D. Financial Management, [NF533@larc.nasa.gov](mailto:Nf533@larc.nasa.gov)
- E. Mission Assurance Branch, Mail Stop 305
- F. Contractor Labor Relations Officer, Mail Stop 144
- G. Financial Management, Mail Stop 175
- H. On and Near-Site Staffing Report, contractorwye@larc.nasa.gov
- I. Industrial Property Manager, Mail Stop 377
- J. Environmental Management Team, Mail Stop 318
- K. Center Information Technology Security Manager (CITSM), Mail Stop 124
- L. According to instructions on form
- M. As required by Task Order
- N. Task Monitor
- O. Langley Management System (LMS) Project Office, Mail Stop 438
- P. Patent Representative

(c) The following are the distribution requirements for reports and other documentation required to be delivered f.o.b. destination. The numeral following the letter code specifying the number of copies to be provided:

LETTER CODE AND DOCUMENT: DISTRIBUTION

DISTRIBUTION REQUIREMENTS		
Document Letter	Document	Distribution Code and Quantity
A	Initial Baseline Financial Management Report	A-1, D-1, G-1
B	Monthly Financial Management Report (NASA Form 533M)	A-1, D-1, G-1
C	Monthly Technical Letter Progress Report	A-1, M-1, N-1
D	Final Reports	A-1, B-2, N-1
E	Safety Reports	E-1
F	Notice of Violation Responses	E-1
G	Information Technology (IT) Security Plan	A-1, B-1, K-1
H	Annual IT Security Training Report	K-1
I	Conformable Wage Rate Agreement	A-1, B-1, F-1
J	Requisition and Invoice/Shipping Document DD Form 1149	I-1
K	Quality Plan	A-1, B-1, O-1
L	Quality System Documents (ISO, AS, and CMMI)	A-1, B-1, O-1
M	Federal Contractor Veterans Employment Report (VETS-100)	L
N	Evidence of Insurance	A-1
O	Interim Patent Rights Report	A-1, B-1, C-1, P-1
P	Final Patent Rights Report	A-1, B-1, C-1
Q	Invention Disclosure Reporting	A-1, B-1, C-1
R	On and Near-Site Staffing Report	H-1
S	Organizational Conflicts of Interest Mitigation Plan	A-1, B-1
T	Source Code and Supporting Documentation	B-1
U	Self-Assessment Report	A-1, B-1
V	Estimate of Percentage of Recovered Material Content for EPA Designated Products	J-1
W	Electronic Task Order Spreadsheet	A-1, B-1
X	Virginia State and Local Taxes	A-1

(d) When the Contract Specialist (A) is not designated above to receive a copy of a report or document, the Contractor shall furnish a copy of the report/document transmittal letter to the Contract Specialist. If delegated, the Contractor shall also furnish a copy of the transmittal letter and a copy of each Financial Management Report to the delegated Administrative Contracting Officer of the cognizant DoD (or other agency) contract administrative services component.

05-2544 VA, NORFOLK

WAGE DETERMINATION NO: 05-2544 REV (02) AREA: VA, NORFOLK

HEALTH AND WELFARE LEVEL - TOTAL BENEFIT **OTHER WELFARE LEVEL WD:05-2543

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2544
Revision No.: 2
Date Of Revision: 09/28/2006

States: North Carolina, Virginia

Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans
Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews,
Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach,
Williamsburg, York

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.14
01012 - Accounting Clerk II	14.55
01013 - Accounting Clerk III	16.28
01020 - Administrative Assistant	22.28
01040 - Court Reporter	15.65
01051 - Data Entry Operator I	10.04
01052 - Data Entry Operator II	12.64
01060 - Dispatcher, Motor Vehicle	13.85
01070 - Document Preparation Clerk	12.01
01090 - Duplicating Machine Operator	12.01
01111 - General Clerk I	10.75
01112 - General Clerk II	13.37
01113 - General Clerk III	14.95
01120 - Housing Referral Assistant	19.00
01141 - Messenger Courier	9.97
01191 - Order Clerk I	13.46
01192 - Order Clerk II	17.61
01261 - Personnel Assistant (Employment) I	14.85
01262 - Personnel Assistant (Employment) II	16.62
01263 - Personnel Assistant (Employment) III	18.52

01270 - Production Control Clerk	20.34
01280 - Receptionist	11.47
01290 - Rental Clerk	12.86
01300 - Scheduler, Maintenance	14.59
01311 - Secretary I	14.59
01312 - Secretary II	16.65
01313 - Secretary III	19.00
01320 - Service Order Dispatcher	13.85
01410 - Supply Technician	22.28
01420 - Survey Worker	12.86
01531 - Travel Clerk I	10.49
01532 - Travel Clerk II	11.20
01533 - Travel Clerk III	11.87
01611 - Word Processor I	12.52
01612 - Word Processor II	14.41
01613 - Word Processor III	15.71
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.34
05010 - Automotive Electrician	19.12
05040 - Automotive Glass Installer	18.26
05070 - Automotive Worker	18.26
05110 - Mobile Equipment Servicer	16.50
05130 - Motor Equipment Metal Mechanic	20.02
05160 - Motor Equipment Metal Worker	18.26
05190 - Motor Vehicle Mechanic	20.02
05220 - Motor Vehicle Mechanic Helper	15.57
05250 - Motor Vehicle Upholstery Worker	17.36
05280 - Motor Vehicle Wrecker	18.26
05310 - Painter, Automotive	19.12
05340 - Radiator Repair Specialist	17.36
05370 - Tire Repairer	13.37
05400 - Transmission Repair Specialist	20.02
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.02
07041 - Cook I	8.79
07042 - Cook II	9.71
07070 - Dishwasher	7.85
07130 - Food Service Worker	8.06
07210 - Meat Cutter	13.83
07260 - Waiter/Waitress	7.56
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.23
09040 - Furniture Handler	13.34
09080 - Furniture Refinisher	16.03
09090 - Furniture Refinisher Helper	13.05
09110 - Furniture Repairer, Minor	14.56
09130 - Upholsterer	16.03
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	9.90
11090 - Gardener	11.21

11122 - Housekeeping Aide	10.36
11150 - Janitor	10.36
11210 - Laborer, Grounds Maintenance	9.75
11240 - Maid or Houseman	7.59
11260 - Pruner	10.57
11270 - Tractor Operator	11.40
11330 - Trail Maintenance Worker	9.75
11360 - Window Cleaner	10.99
12000 - Health Occupations	
12010 - Ambulance Driver	13.92
12011 - Breath Alcohol Technician	13.92
12012 - Certified Occupational Therapist Assistant	18.06
12015 - Certified Physical Therapist Assistant	17.35
12020 - Dental Assistant	12.17
12025 - Dental Hygienist	28.31
12030 - EKG Technician	19.27
12035 - Electroneurodiagnostic Technologist	19.27
12040 - Emergency Medical Technician	13.92
12071 - Licensed Practical Nurse I	12.28
12072 - Licensed Practical Nurse II	13.74
12073 - Licensed Practical Nurse III	15.32
12100 - Medical Assistant	10.83
12130 - Medical Laboratory Technician	15.35
12160 - Medical Record Clerk	11.99
12190 - Medical Record Technician	13.37
12195 - Medical Transcriptionist	12.97
12210 - Nuclear Medicine Technologist	25.38
12221 - Nursing Assistant I	8.05
12222 - Nursing Assistant II	9.04
12223 - Nursing Assistant III	9.72
12224 - Nursing Assistant IV	10.90
12235 - Optical Dispenser	13.50
12236 - Optical Technician	14.73
12250 - Pharmacy Technician	13.02
12280 - Phlebotomist	12.32
12305 - Radiologic Technologist	20.82
12311 - Registered Nurse I	21.69
12312 - Registered Nurse II	25.76
12313 - Registered Nurse II, Specialist	25.76
12314 - Registered Nurse III	31.17
12315 - Registered Nurse III, Anesthetist	31.17
12316 - Registered Nurse IV	37.36
12317 - Scheduler (Drug and Alcohol Testing)	16.83
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.67
13012 - Exhibits Specialist II	21.46
13013 - Exhibits Specialist III	23.84
13041 - Illustrator I	20.00
13042 - Illustrator II	24.29
13043 - Illustrator III	26.97
13047 - Librarian	27.07

13050 - Library Aide/Clerk	9.40
13054 - Library Information Technology Systems Administrator	17.22
13058 - Library Technician	13.21
13061 - Media Specialist I	12.53
13062 - Media Specialist II	14.02
13063 - Media Specialist III	15.63
13071 - Photographer I	12.66
13072 - Photographer II	16.78
13073 - Photographer III	20.39
13074 - Photographer IV	22.64
13075 - Photographer V	27.40
13110 - Video Teleconference Technician	12.86
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.90
14042 - Computer Operator II	15.55
14043 - Computer Operator III	17.47
14044 - Computer Operator IV	20.13
14045 - Computer Operator V	21.51
14071 - Computer Programmer I (1)	19.54
14072 - Computer Programmer II (1)	22.11
14073 - Computer Programmer III (1)	26.48
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	13.90
14160 - Personal Computer Support Technician	20.13
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.27
15020 - Aircrew Training Devices Instructor (Rated)	30.58
15030 - Air Crew Training Devices Instructor (Pilot)	32.81
15050 - Computer Based Training Specialist / Instructor	29.49
15060 - Educational Technologist	26.65
15070 - Flight Instructor (Pilot)	32.81
15080 - Graphic Artist	20.06
15090 - Technical Instructor	19.58
15095 - Technical Instructor/Course Developer	23.94
15110 - Test Proctor	16.65
15120 - Tutor	16.65
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.59
16030 - Counter Attendant	7.59
16040 - Dry Cleaner	9.70
16070 - Finisher, Flatwork, Machine	7.59
16090 - Presser, Hand	7.59
16110 - Presser, Machine, Drycleaning	7.59
16130 - Presser, Machine, Shirts	7.59
16160 - Presser, Machine, Wearing Apparel, Laundry	7.59
16190 - Sewing Machine Operator	10.39
16220 - Tailor	11.10
16250 - Washer, Machine	8.30

19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.66
19040 - Tool And Die Maker	22.89
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.97
21030 - Material Coordinator	20.34
21040 - Material Expediter	20.34
21050 - Material Handling Laborer	10.63
21071 - Order Filler	10.22
21080 - Production Line Worker (Food Processing)	14.97
21110 - Shipping Packer	12.25
21130 - Shipping/Receiving Clerk	12.25
21140 - Store Worker I	11.32
21150 - Stock Clerk	14.14
21210 - Tools And Parts Attendant	14.97
21410 - Warehouse Specialist	14.97
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.99
23021 - Aircraft Mechanic I	22.03
23022 - Aircraft Mechanic II	22.99
23023 - Aircraft Mechanic III	23.93
23040 - Aircraft Mechanic Helper	16.24
23050 - Aircraft, Painter	20.06
23060 - Aircraft Servicer	18.10
23080 - Aircraft Worker	19.04
23110 - Appliance Mechanic	17.63
23120 - Bicycle Repairer	13.37
23125 - Cable Splicer	22.35
23130 - Carpenter, Maintenance	17.47
23140 - Carpet Layer	17.61
23160 - Electrician, Maintenance	20.86
23181 - Electronics Technician Maintenance I	18.99
23182 - Electronics Technician Maintenance II	19.89
23183 - Electronics Technician Maintenance III	20.85
23260 - Fabric Worker	15.87
23290 - Fire Alarm System Mechanic	18.31
23310 - Fire Extinguisher Repairer	15.04
23311 - Fuel Distribution System Mechanic	18.95
23312 - Fuel Distribution System Operator	15.62
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	22.03
23381 - Ground Support Equipment Servicer	18.10
23382 - Ground Support Equipment Worker	19.04
23391 - Gunsmith I	15.04
23392 - Gunsmith II	16.68
23393 - Gunsmith III	18.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.31
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
19.11	
23430 - Heavy Equipment Mechanic	18.41
23440 - Heavy Equipment Operator	18.31

23460 - Instrument Mechanic	19.03
23465 - Laboratory/Shelter Mechanic	17.47
23470 - Laborer	10.02
23510 - Locksmith	18.17
23530 - Machinery Maintenance Mechanic	18.46
23550 - Machinist, Maintenance	18.31
23580 - Maintenance Trades Helper	14.17
23591 - Metrology Technician I	19.03
23592 - Metrology Technician II	19.86
23593 - Metrology Technician III	20.67
23640 - Millwright	24.27
23710 - Office Appliance Repairer	17.05
23760 - Painter, Maintenance	17.47
23790 - Pipefitter, Maintenance	18.73
23810 - Plumber, Maintenance	17.88
23820 - Pneudraulic Systems Mechanic	18.31
23850 - Rigger	18.31
23870 - Scale Mechanic	16.68
23890 - Sheet-Metal Worker, Maintenance	18.31
23910 - Small Engine Mechanic	16.68
23931 - Telecommunications Mechanic I	20.32
23932 - Telecommunications Mechanic II	22.18
23950 - Telephone Lineman	20.32
23960 - Welder, Combination, Maintenance	17.56
23965 - Well Driller	18.18
23970 - Woodcraft Worker	18.31
23980 - Woodworker	15.04
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.32
24580 - Child Care Center Clerk	11.32
24610 - Chore Aide	7.55
24620 - Family Readiness And Support Services Coordinator	11.76
24630 - Homemaker	11.97
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.44
25040 - Sewage Plant Operator	17.81
25070 - Stationary Engineer	19.44
25190 - Ventilation Equipment Tender	14.36
25210 - Water Treatment Plant Operator	17.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.64
27007 - Baggage Inspector	10.06
27008 - Corrections Officer	14.08
27010 - Court Security Officer	16.07
27030 - Detection Dog Handler	12.65
27040 - Detention Officer	14.08
27070 - Firefighter	14.27
27101 - Guard I	10.06
27102 - Guard II	12.65
27131 - Police Officer I	20.00
27132 - Police Officer II	22.23

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.43
28042 - Carnival Equipment Repairer	10.95
28043 - Carnival Equipment Worker	7.43
28210 - Gate Attendant/Gate Tender	12.14
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.58
28510 - Recreation Aide/Health Facility Attendant	9.91
28515 - Recreation Specialist	16.34
28630 - Sports Official	10.27
28690 - Swimming Pool Operator	14.15
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.74
29020 - Hatch Tender	17.74
29030 - Line Handler	17.74
29041 - Stevedore I	17.19
29042 - Stevedore II	18.92
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.38
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.33
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	24.59
30021 - Archeological Technician I	15.52
30022 - Archeological Technician II	16.81
30023 - Archeological Technician III	20.77
30030 - Cartographic Technician	23.09
30040 - Civil Engineering Technician	20.78
30061 - Drafter/CAD Operator I	15.72
30062 - Drafter/CAD Operator II	18.63
30063 - Drafter/CAD Operator III	20.77
30064 - Drafter/CAD Operator IV	24.01
30081 - Engineering Technician I	15.58
30082 - Engineering Technician II	16.67
30083 - Engineering Technician III	20.54
30084 - Engineering Technician IV	24.87
30085 - Engineering Technician V	29.05
30086 - Engineering Technician VI	35.89
30090 - Environmental Technician	18.07
30210 - Laboratory Technician	17.99
30240 - Mathematical Technician	23.09
30361 - Paralegal/Legal Assistant I	13.95
30362 - Paralegal/Legal Assistant II	16.94
30363 - Paralegal/Legal Assistant III	20.73
30364 - Paralegal/Legal Assistant IV	25.07
30390 - Photo-Optics Technician	23.09
30461 - Technical Writer I	17.35
30462 - Technical Writer II	21.22
30463 - Technical Writer III	25.67
30491 - Unexploded Ordnance (UXO) Technician I	20.58
30492 - Unexploded Ordnance (UXO) Technician II	24.90
30493 - Unexploded Ordnance (UXO) Technician III	29.85
30494 - Unexploded (UXO) Safety Escort	20.58

30495 - Unexploded (UXO) Sweep Personnel	20.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	18.18
30621 - Weather Observer, Senior (3)	19.14
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.94
31030 - Bus Driver	11.91
31043 - Driver Courier	11.54
31260 - Parking and Lot Attendant	8.11
31290 - Shuttle Bus Driver	12.24
31310 - Taxi Driver	10.29
31361 - Truckdriver, Light	12.24
31362 - Truckdriver, Medium	13.41
31363 - Truckdriver, Heavy	16.14
31364 - Truckdriver, Tractor-Trailer	16.14
99000 - Miscellaneous Occupations	
99030 - Cashier	8.05
99050 - Desk Clerk	8.48
99095 - Embalmer	20.19
99251 - Laboratory Animal Caretaker I	8.98
99252 - Laboratory Animal Caretaker II	9.53
99310 - Mortician	25.42
99410 - Pest Controller	12.94
99510 - Photofinishing Worker	10.46
99710 - Recycling Laborer	14.49
99711 - Recycling Specialist	16.31
99730 - Refuse Collector	13.32
99810 - Sales Clerk	9.98
99820 - School Crossing Guard	9.62
99830 - Survey Party Chief	16.54
99831 - Surveying Aide	10.33
99832 - Surveying Technician	15.04
99840 - Vending Machine Attendant	12.62
99841 - Vending Machine Repairer	14.78
99842 - Vending Machine Repairer Helper	12.62

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans.

Minimum employer contributions costing an average of \$3.01 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

DIRECT LABOR CLASSIFICATION DESCRIPTIONS

Technical Professional:

<u>Exp. Levels</u>	<u>Recommended Education and Years of Work Experience</u>
Category I	Entry Level Eng., BS Degree in Engineering
Category II	Masters Degree with < 3 yrs. Exp., Bachelors Degree with <5 yrs Exp.
Category III	Ph.D. with <3 yrs., Masters Degree with 3-6 yrs. Exp., Bachelors Degree with 5-10 yrs. Exp.
Category IV	Ph.D. with \geq 3 years exp., Masters Degree with > 6 yrs. Exp., Bachelors Deg. With > 10 yrs. Exp.
Category V	Ph.D. with \geq 10 years exp., Masters Degree with >15 yrs.

Support Personnel:

<u>Exp. Levels</u>	<u>Recommended Education and Years of Work Experience</u>
Category I	High School
Category II	BA Degree, or 10 Yrs. Minimum Exp.
Category III	MA, or BA with 5+ Yrs., or 15+ Yrs. Exp.
Category IV	MA with 5+ Years Exp., BA with 10+ Yrs., or 20+ Yrs. Exp.
Category V	MA with 10+ Years Exp., BA with 15+ Yrs., or 25+ Yrs. Exp.

Technician:

<u>Exp. Levels</u>	<u>Recommended Education and Years of Work Experience</u>
Category I	High School
Category II	AA Degree, or Minimum 5 Yrs. Exp.
Category III	AA Degree with 5+ Yrs. Exp., or Minimum 10 Yrs. Exp.
Category IV	AA Degree with 10+ Yrs. Exp., or Minimum 20 Yrs. Exp.
Category V	AA Degree with 15+ Yrs. Exp., or Minimum 25 Yrs. Exp.

Technical Professional:

Computer Scientist – Resolves a variety of difficult operation problems (e.g., making unusual equipment connections and rarely used equipment and channel configurations to direct processing through or around problems in equipment, circuits, or channels or reviewing test run requirements and developing unusual system configurations that will allow test programs to process without interfering with ongoing job requirements). May spend considerable time providing technical assistance to lower level operators and assisting programmers, systems analysts, and subject matter specialists in resolving problems.

Engineer – Develops engineering specifications based on research requirements; develops designs, performs supporting analyses, documents findings.

Engineer Supervisor – Provides line management for engineering and technical personnel. Ensures appropriate utilization of resources and reports individual performance.

Multimedia Specialist – Leads the development of multimedia visualizations that accurately and effectively incorporate engineering/scientific parameters. Knowledgeable of industry standard multimedia software and hardware tools.

Operational Aircraft Pilot – Provides pilot capabilities for aircraft or simulated aircraft. Assists with project activities that benefit from pilot expertise.

Programmer – Develops and implements computer codes to accomplish research objectives. Modifies existing codes to meet new requirements. Troubleshoots problems as needed.

Project Manager – Responsible for overall project implementation. Tracks progress and resources (cost & manpower). Documents and reports progress and deficiencies. Recommends and implements strategies for solving problems.

Research Scientist – Senior level engineering or research personnel providing direct research support. Duties include basic research, design and development of tests, supervision and performance of tests as well as professional level documentation such as journal articles.

Senior Scientist – Nationally or worldwide recognized scientific expert in a specific discipline. Performs highly specialized, one-of-a-kind research tasks in direct support of mission requirements. Capable of extending state-of-the-art to a significant degree.

Subject Matter Expert (SME) – An individual who, by virtue of education, training or experience exhibits the highest level of expertise in performing a specialized job, task or skill. The SME possesses greater-than-normal expertise or insight relative to a particular technical or operational discipline, system, or process, and who has been selected or appointed to use his or her expertise to solve a particular problem.

Systems Analyst – Monitors and maintains computer system resources. Troubleshoots and corrects hardware problems.

Support Personnel:

Administrative Associate – Performs specialized administrative support tasks of non-routine and non-repetitive nature to assist technical, and/or administrative personnel. Performs professional level tasks requiring independent judgments, initiative, and tact.

Air Traffic Controller – Supports research by providing air traffic control expertise based on experience with air traffic flow and management requirements, and relevant National Aerospace System Components.

Documentarian – Serves as focal point for development of project libraries; including information management and tracking. Develops document trees and procedures governing project activities.

Project Planner – Coordinates and organizes projects, develops Work Breakdown Structures and logic diagrams. Supports Project Manager in information management for the project.

Scheduler/Cost Analyst – Develops and maintains project level budgets and schedules. Tracks and updates project progress through use of computer-based COTS software.

Support Multimedia Specialist – Develops multimedia visualizations that accurately and effectively incorporate engineering/scientific parameters. Knowledgeable of industry standard multimedia software and hardware tools.

Support Programmer – Performs administrative data entry tasks such as schedule and resources database updates. Collates and collects data for projects.

Technician:

Designer – Performs layouts, drafting and "light" independent design in support of engineering personnel. At higher levels, may specify equipment and perform supporting calculations.

Electronic Technician – Applies technical knowledge of electronics principles in determining equipment malfunctions, and applies skill in restoring equipment operations.

Engineering Associate – Applies conventional engineering practices to develop, prepare, or recommend schematics, designs, specification, electrical drawings and part lists. Examples of designs include: detailed circuit diagrams; hardware fittings or test equipment involving a variety of mechanisms; conventional piping systems; and building site layouts.

Mechanical Technician – Applies methods outlined by others to limited segments of research and development projects; assembles experimental or prototype models and hardware to meet engineering requirements.

Test Assistant – Conducts routine tests or experiments; records and evaluates data and reports findings. At higher levels, may plan approach and conduct various experiments; may arrange for fabrication of support equipment; may determine test procedures and design of special test equipment.

Test Conductor – Conducts tests or experiments requiring selection and adaptation or modification of test equipment and test procedures; sets up and may operate equipment; records data, measures and records problems that require resolution. Analyzes data and prepares test reports. At higher levels, may advise equipment users on redesign or solve unique operational deficiencies.