

PART I – THE SCHEDULE**SECTION B, SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED**

- (a) The Contractor shall provide the services in support of the NASA Shared Services Center (NSSC) as described in Section C of this contract and shall perform and/or deliver the following:

CLIN	Description	Reference	Schedule
01	Services in accordance with the PWS for Phase-in period	B.2, C.1	See F.2
02	Services in accordance with the PWS for Base period	B.2, C.1	See F.2
03	Services in accordance with the PWS for Option 1 period	B.2, C.1	See F.2
04	Services in accordance with the PWS for Option 2 period	B.2, C.1	See F.2
05	Services in accordance with the PWS for Option 3 period	B.2, C.1	See F.2
06	Services in accordance with the PWS for Option 4 period	B.2, C.1	See F.2
07	Services in accordance with the PWS for Option 5 period	B.2, C.1	See F.2

(End of Clause)

B.2 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated costs and award fees for each period of this contract are as follows:

Item No.	Description	Estimated Cost	Maximum Available Award Fee	Total
CLIN 01	PHASE-IN			\$5,790,115
CLIN 02	BASE PERIOD			\$113,657,373
CLIN 03	OPTION 1			\$23,802,883
CLIN 04	OPTION 2			\$23,645,458
CLIN 05	OPTION 3			\$23,906,572
CLIN 06	OPTION 4			\$23,547,469
CLIN 07	OPTION 5			\$20,823,202
TOTAL BASE + OPTIONS				\$229,382,957
GRAND TOTAL				\$235,173,072
Note:	The periods of performance for periods 01-07 are included in clause F.2 of this solicitation.			

(End of clause)

B.3 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990):

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$ _____. This allotment is for services provided in support of the NASA Shared Services Center and covers the following estimated period of performance: June 1, 2005 through _____.
- (b) An additional amount of \$ _____ is obligated under this contract for payment of fee.
- (c) Recapitulation of funding is as follows:

Item No.	CONTRACT NNX05AA01C	COST	FEE	TOTAL
1.	Basic Contract			\$
2.				
3.				
4.				

(End of Clause)

B.4 OPTION TO EXTEND THE TERM OF THE CONTRACT

This contract may be extended at the option of the Government in accordance with FAR clause 52.217-9, "Option to Extend the Term of the Contract" in Section I. The option periods and prices or costs and any fees are as provided in CLINs 03-07 of clause B.2. Each Option under CLINs 03-07 can only be exercised once, but the Government may exercise more than one option at a time, provided that the options are exercised consecutively.

(End of text)

B.5 ESTIMATED COST INCREASES

- (a) The requirements of this clause are in conjunction with the Limitation of Costs clause or the Limitation of Funds clause of this contract.
- (b) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract. Notification shall not be delayed pending preparation of a proposal.
- (c) A proposal is required to support a request for an increase in the estimated cost of the contract. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.
- (d)(1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

Incurred costs to date
 Projected cost to completion
 Total cost at completion
 Current negotiated estimated cost
 Requested increase in estimated cost

(2) The “projected cost to completion” shall consist of the following “other than cost or pricing data” unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of text)

B.6 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (July 1990)

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

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

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

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

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

(End of clause)

[END OF SECTION]

SECTION C
DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 SCOPE OF WORK

- (a) The Contractor shall provide the personnel, management, facilities, materials, and equipment (except as specified to be provided by the Government) and do all things required to provide the services specified in Section B of this contract in accordance with the contract clauses herein and the following attachments included in clause J.1 LIST OF ATTACHMENTS:

<u>ATTACHMENT</u>	<u>DESCRIPTION</u>
J-1	NSSC Performance Work Statement
J-2	Data Requirements Description
J-3	Technical Exhibits
J-4	Service Contract Act (SCA) Wage Determinations
J-5	Award Fee Plan
J-6	Handling of Data Plan
J-7	Subcontracting Plan for Small, Small Disadvantaged, and Women-Owned Small Business Concerns
J-8	Organizational Conflict of Interest (OCI) Plan
J-9	IT Security Plan
J-10	List of Government-Furnished Property
J-11	Safety and Health Plan
J-12	Quality Control Plan
J-13	Service Provider Phase-in Plan/Transition/End-State Delivery Plan
J-14	Reserved
J-15	Enhancements
J-16	NSSC Interim Facility Requirements
J-17	NSSC Integrated Transition Schedule

(End of Clause)

[END OF SECTION]

SECTION D PACKAGING AND MARKING

D.1 LISTING OF SECTION D CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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NONE INCLUDED BY REFERENCE

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

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

NONE INCLUDED BY REFERENCE

(End of Clause)

THERE ARE NO CLAUSES IN THIS SECTION

[END OF SECTION]

SECTION E INSPECTION AND ACCEPTANCE

E.1 LISTING OF SECTION E CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

I. 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
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

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

CLAUSE NUMBER	DATE	TITLE
1852.246-72	AUG 2003	MATERIAL INSPECTION AND RECEIVING REPORT (Fill-in <u>3 copies</u> and <u>2 copies</u> in paragraph (a))

(End of Clause)

E.2 QUALITY ASSURANCE SURVEILLANCE PLAN

A Quality Assurance Surveillance Plan (QASP) will be developed and implemented by the Contracting Officer Technical Representative (COTR) as a part of the contract administration and monitoring activities conducted to assure that the Government receives products and services that conform to contract requirements.

(End of Clause)

[END OF SECTION]

SECTION F DELIVERIES OR PERFORMANCE

F.1 LISTING OF SECTION F CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference in accordance with FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

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

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER – ALTERNATE I (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION

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

CLAUSE NUMBER	DATE	TITLE
NONE INCLUDED BY REFERENCE		

(End of Clause)

F.2 PERIODS OF PERFORMANCE

- 1) The phase-in period of performance of this contract shall be from September 1, 2005 through February 28, 2006.
- 2) The base period of performance of this contract shall be from March 1, 2006 through September 30, 2010.
- 3) If exercised, the period of performance for Option 1 of this contract shall be from October 1, 2010 through September 30, 2011
- 4) If exercised, the period of performance for Option 2 of this contract shall be from October 1, 2011 through September 30, 2012.
- 5) If exercised, the period of performance for Option 3 of this contract shall be from October 1, 2012 through September 30, 2013.
- 6) If exercised, the period of performance for Option 4 of this contract shall be from October 1, 2013 through September 2014.
- 7) If exercised, the period of performance for Option 5 of this contract shall be from October 1, 2014 through August 31, 2015.

(Note: In accordance with clause B.4 OPTION TO EXTEND THE TERM OF THE CONTRACT, options 1-5 above may be exercised only once, but the Government may exercise more than one option at a time, to be performed consecutively in accordance with schedule above.)

F.3 PLACE OF PERFORMANCE

The Contractor shall perform the work under this contract at the NASA Shared Services Center, located at **NASA Stennis Space Center**, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

[END OF SECTION]

SECTION G CONTRACT ADMINISTRATION DATA

G.1 LISTING OF SECTION G CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference in accordance with FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

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

CLAUSE NUMBER	DATE	TITLE
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NONE INCLUDED BY REFERENCE

III. NASA FAR SUPPLEMENT (NFS 48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
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1852.227-11	----	PATENT RIGHTS—RETENTION BY CONTRACTOR (SHORT FORM)
1852.242-73	JUL 2000	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT OWNED EQUIPMENT

(End of Clause)

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

- (a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.
- (b) If the Contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher shall be submitted to:

REGIONAL FINANCE OFFICE
GODDARD SPACE FLIGHT CENTER
GREENBELT, MD 20771

- (c) 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.

- (d) Copies of vouchers should be submitted as directed by the Contracting Officer.
- (e) If the Contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the Contractor shall prepare and submit vouchers as follows:
 - (1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment.

DCAA mailing office (for submission of cost vouchers) address:

Defense Contract Audit Agency
 One Mall North, Suite 200
 10025 Governor Warfield Parkway
 Columbia, MD 21044

- (2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:
 - (i) Copy 1 NASA Contracting Officer;
 - (ii) Copy 2 Auditor;
 - (iii) Copy 3 Contractor;
 - (iv) Copy 4 Project Management Office
- (3) Contracting Officer may designate other recipients as required.
- (f) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

REGIONAL FINANCE OFFICE
 GODDARD SPACE FLIGHT CENTER
 GREENBELT, MD 20771
 NASA Shared Services Center

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

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

(End of Clause)

**G.3 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
 (NFS 1852.245-71) (JUN 1998) (ALTERNATE I – MAR 1989)**

- (a) The Government property described in the clause at NFS 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) Reporting any missing or untagged (meeting the criteria for NEMS control as defined in the series 4000, User's Guide for Property Custodians) equipment, transfer, location change, or user change of equipment to the cognizant property custodian.
 - (2) Notifying the cognizant property custodian, supervisor, and the Installation Security Officer immediately if theft of Government property is suspected.
 - (3) Ensuring that such equipment and materials are used only in pursuit of this contract. Other uses shall require approval of the Contracting Officer.
 - (4) In a timely manner, identify idle equipment not being actively used in pursuit of approved NASA programs and projects. Ensuring that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. Under no circumstances will an employee throw away Government equipment.
 - (5) At installations with full-time property custodians, assigned users retain all responsibilities including notifying cognizant property custodian of all activity associated with the user's assigned equipment. 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.
 - (6) Store stock materials may only be drawn for use in support of the contract requirements. 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 record keeping, 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 (FMO). 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.
- (3) The contractor shall not utilize the installation's central receiving facility for receipt of Contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a quarterly basis, to the Contracting Officer and the Supply and Equipment Management Officer.

(End of Clause)

G.4 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77) (JULY 1997)

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

- (a) Office space, work area space, and utilities. Government telephones are available for official purposes only.
- (b) General and special purpose equipment, including office furniture. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(1) Property/services to be provided are listed in Attachment J-10, Section J.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer or duly authorized representative's prior written approval.

- (c) Reserved.
- (d) Publications and blank forms stocked by the installation.
- (e) Safety and fire protection for Contractor personnel and facilities.

- (f) Reserved.
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) Moving and hauling for office moves (excluding the move from the interim to the permanent NSSC facility), movement of large equipment, and delivery of supplies.
- (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property. They are further defined in the following property management directives and installation supplements to these directives.
 - (1) Series 4200.1, NASA Equipment Management Manual.
 - (2) Series 4200.2, NASA Equipment Management System (NEMS) User's Guide for Property Custodians.
 - (3) Series 4300.1, NASA Personal Property Disposal Manual.
 - (4) Series 4100.1, NASA Materials Inventory Management Manual. SSC will provide the Contractor with all applicable regulations, handbooks, and other materials that may be required.
- (m) Installation services facilities: duplicating and copying, library, official mail services, general use printers.
- (n) Government Bills of Lading (GBL)'s for shipment of Government property located onsite and offsite.
- (o) Disposal Services for excess on-site and off-site Contractor-held/Government-owned property.
- (p) Fuels, oils, lubricants for Government vehicle and equipment operation.

(End of Clause)

G.5 AWARD FEE FOR SERVICE CONTRACTS (NFS 1852.216-76) (JUNE 2000)

- (a) The Contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.
- (b) The Government shall evaluate the Contractor's performance on a periodic basis to determine the amount of award fee earned by the Contractor during the period in accordance with attachment J-5, and as follows: (1) The first evaluation period will cover the Contractor's performance during the Phase-in period plus two months; and (2) subsequent to this first period, the Government shall evaluate the Contractor's performance every six (6) months.

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 Section J, Attachment J-5, titled Award Fee Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The Financial Management Division will make payment based on issuance of unilateral modification by Contracting Officer.

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

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at Section J, Attachment J-5. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f) (1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 80 percent or the prior period's evaluation score.

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

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

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

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

(End of Clause)

G.6 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JULY 1997)

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

Title	Code	Address (including zip code)
New Technology – Ramona Travis	HA30	John C. Stennis Space Center Building 1100, Room 201E
Patent – Ramona Travis	HA30	Stennis Space Center, MS 39529

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

(End of clause)

G.7 TECHNICAL DIRECTION (NFS 1852.242-70)(SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

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

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

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

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) 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; or
- (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

G.8 ACCESS TO CONFIDENTIAL INFORMATION

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

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract. Performing these services may require access to confidential information that other companies have furnished to the Government in the course of providing supplies or services, or that the Government has generated.

(c) In performing this contract, the Contractor agrees to--

(1) Utilize any confidential information coming into its possession only for the purposes of performing the services specified in this contract, and never to improve its own competitive position in procurement.

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

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

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

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

(6) Obtain an express, binding written agreement from each employee who receives access to confidential information to protect it from unauthorized use or disclosure and to utilize it only for the purposes of performing this contract.

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

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflict of Interest Avoidance Plan, which the Contracting Officer has approved and incorporated into this contract.

(e) The nature of the work on this contract may subject the Contractor and its employees a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations.

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

(End of clause)

(END OF SECTION)

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF SECTION H CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference in accordance with FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

I. FEDERAL ACQUISITION REGULATION (48 CR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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NO CLAUSES INCORPORATED BY REFERENCE

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

CLAUSE NUMBER	DATE	TITLE
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1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.209-71	DEC 1988	LIMITATION ON FUTURE CONTRACTING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS
		ALTERNATE I (SEPT 1989) ALTERNATE II (OCT 2000)

(End of Clause)

H.2 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF SERVICE PROVIDER

This contract incorporates Section K, Representations, Certifications, and Other Statements of Service provider, as set forth in the Contractor's proposal dated November 8, 2004, by reference, with the same force and effect as if it were given in full text.

(End of Clause)

H.3 SECURITY REGISTRATION AND IDENTIFICATION BADGES--ON-SITE CONTRACTORS

(a) All persons engaged in work at NASA Shared Services Center are required to be registered and badged by the cognizant NASA Security Office, and to follow all security regulations and requirements.

(b) The Contractor is responsible for ensuring that each employee or company representative wears his/her issued identification badge at all times while they are within the boundaries of the Center. Badges shall be worn above the waist in such a manner as to be clearly visible.

- (c) (1) The Contractor shall ensure that all employees who are terminated or who are no longer connected with the work being performed under this contract are processed out through the Security Office. Badges, keys, vehicle passes/decals, and other Government property must be accounted for and returned. If a computer account has been established, the account must be deactivated.
- (2) The Government shall notify the Contractor if any terminated employee has not been processed out through the Security Office Check-out Procedures. The Contractor then has 30 days in which to process the terminated employee without penalty.
- (d) U.S. Citizens and Permanent Resident Aliens. On the first day of work, the employee will check in at the NASA Visitor Badging Office, Building 3101. A temporary badge will be issued and the employee will be directed to the work site. As soon as practical, the employee must bring the completed "Non-Government Employee Security Badging Packet," NASA Form 531 to the Employee Badging Office, Building 3101. Employees will need to submit a completed packet for each badge issued, including renewals. Fingerprints will be taken if necessary and a permanent badge will be issued. All terminated employees must check out through the Employee Badging Office.
- (e) Foreign Nationals (Passports, Visas, Non-Immigrant Aliens). A National Agency Check (NAC) is a prerequisite for a foreign national, making it necessary that all paperwork be submitted to the Security Office, M/S TBD, at least 60 days in advance of the anticipated entry date. The Security Office will provide guidance as to what paperwork and type of visa are required.

(End of Clause)

H.4 MINIMUM INSURANCE COVERAGE (NFS 1852.228-75) (OCT 1988)

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

- (a) Worker's compensation and employer's liability insurance as required by applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so co-mingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in states with exclusion or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Comprehensive general (bodily injury) insurance of at least \$500,000 per occurrence.
- (c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

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

(End of Clause)

H.5 DOCUMENTATION REQUIREMENTS

- (a) Data Requirements: Requirements for technical or management information are imposed on the Contractor through the use of the Data Requirements List. Data Requirements Descriptions (DRDs) are included as Attachment J-2 in Section J. Each DRD describes, defines and specifies the information required and lists the technical or management information to be produced and/or delivered as required by NASA/NSSC to administer the contract.
- (b) Contractor Data Management: The Contractor shall establish a data management system or utilize the Contractor's existing data management system for the data called for in the Performance Work Statement. The data management system shall be capable of providing appropriate internal procedures for the control of collection, preparation, publication, quality, assessment, distribution, and maintenance of authorized data. Such control shall apply to data acquired from subcontractors by the Contractor.
- (c) Data Reviews: The Contractor, upon request, shall participate in periodic reviews of contract data requirements for maintaining a current Data Requirements Descriptions. The DRD is part of Attachment J-3 in Section J. This assistance shall include identification of additional data items and recommendations for deletions considered appropriate in consonance with test operation services required at NSSC.
- (c) Changes in Distribution: When changes to the original distribution requirements are required by the Contracting Officer, the Contractor shall act upon such changes upon receipt of an approved Request for Data or upon revision to the distribution part of the DRD provided such changes do not incur additional costs. In the event that additional cost is involved, an equitable adjustment shall be negotiated.
- (d) NASA Contract Deliverable System: If possible, Contract data deliverables shall be submitted to NASA using the NASA Acquisition Internet Service (NAIS) Contract Deliverables System. If the system is unavailable or cannot be used for submission of a particular deliverable, due to Privacy Act or other considerations the Contractor shall use other standard methods for delivery.

(End of Clause)

H.6 HANDLING OF DATA

- (a) Except as specifically authorized by this contract, or as otherwise approved in writing by the Contracting Officer, all information and data developed, acquired or furnished by or to the Contractor in the performance of this contract, shall be used only in connection with the work under this contract, and shall be protected by the Contractor from unauthorized use, release, duplication, or disclosures. In the performance of this contract, it is anticipated that the Contractor may have access to, be furnished, or use the following categories of data (which may be technical data, privacy act data, computer software, generated test data, administrative, management information, or financial, including cost or pricing data).

- (1) Data of third parties that the Government has agreed to handle under protective arrangements;
 - (2) Data of third parties bearing limited rights or restricted rights notices submitted either to the Government or directly to the Contractor; and
 - (3) Data, generated by the Government or the Contractor, of which, the Government intends to control.
- (b) In order to protect the interests of the Government and the owners, licensors and licensees of such data, the Contractor agrees, with respect to any such third party or Government data that is either marked with a restrictive legend, specifically identified in this contract, or otherwise identified in writing by the Contracting Officer as being subject to this clause, to:
- (1) Use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;
 - (2) Allow access to such data only to those of its employees that require access for their performance under this contract;
 - (3) Preclude access and disclosure of such data outside the Contractor's organization performing work under this contract, without written consent of the Contracting Officer; and
 - (4) Return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for contract performance.
- (c) The Contractor agrees to inform and instruct its employees of its and their obligations under this clause and to appropriately bind its employees and subcontractors contractually to comply with the access, use, disclosure, and reproduction provision of this clause.
- (d) Nothing contained in this special contract requirement or elsewhere in this contract shall be construed as altering the definition of "technical data" for the purpose of applying the requirements of the clause herein entitled FAR 52.227-14, "Rights in Data—General."
- (e) The Contractor's Handling of Data Plan is a deliverable and it will be incorporated in the Contract as Attachment J-6 in Section J.

(End of Clause)

H.7 RESERVED.

(End of Clause)

H.8 REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT

The FAR Clause 52.222-41, Service Contract Act of 1965, as amended, shall apply to the contract. The Contractor and subcontractors (if applicable) will be required to compensate the employees engaged in performance of this contract at wage rates (including fringe benefits) at least equal to the rates prescribed in the attached Department of Labor, SCA Wage Determination (See Section J.1, Attachment J-4).

(End of Clause)

H.9 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI)

- (a) NASA may find it necessary to release information submitted by the Contractor, either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of this proposal, or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).
- (b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:
- (1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both pre-award and post-award audit support and specialized technical support to NASA's technical evaluation panels;
 - (2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation. And maintenance, including performing data processing and management functions for the Agency.
- (c) NASA recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.
- (d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.
- (e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

H.10 SMALL DISADVANTAGED BUSINESS PARTICIPATION – CONTRACT TARGETS (for offeror fill-in)

- (a) This clause does not apply to, and should not be completed by, Small Disadvantaged Business (SDB) offerors unless the SDB offeror has waived the price adjustment evaluation adjustment [see para (c.) of FAR clause 52.219-23].
- (b) FAR 19.1202-4(a) requires that SDB subcontracting targets be incorporated in the contract. Targets for this contract are as follows:

*NAICS Industry Subsectors	Dollar Target	Percent Of Contract Value
Totals:		

*North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce

(c.) FAR 19.1202-4(b) requires that SDB concerns that are specifically identified by the offeror be listed in the contract when the extent of the identification of such subcontractors was part of the SDB evaluation subfactor. SDB concerns (subcontractors) specifically identified by the offeror are as follows:

The contractor shall notify the Contracting Officer of any substitutions of firms that are not SDB concerns.

(d) If the prime offeror is an SDB that has waived the price evaluation adjustment, the target for the work it intends to perform as a prime contractor is as follows:

Dollars Percent of Contract Value

Not applicable to CSC as a Large Business

(End of text)

H.11 PROPOSED ENHANCEMENTS

The Contractor shall provide the enhancements that are described in Attachment J-15. These enhancements, which are over and above the requirements included in the contract terms and conditions and the NSSC Performance Work Statement (including attachments), were proposed by the Contractor in the proposal submitted in response to the NSSC final solicitation. The incorporation of these enhancements does not relieve the Contractor from the responsibilities of meeting all other contract terms and conditions and NSSC Performance Work Statement requirements. The Contractor shall perform these enhancements on all work performed, unless specifically waived by the Contracting Officer in writing.

(End of text)

[END OF SECTION]

PART II – CONTRACT CLAUSES**SECTION I CONTRACT CLAUSES****I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

The following clauses are hereby incorporated by reference in accordance with FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

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

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
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	Restriction on Subcontractor Sales to the Government
52.203-7	JUL 1995	Anti-Kickback Procedures
52.203-8	JAN 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	JAN 1997	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	JUN 2003	Limitation on Payments to Influence certain Federal Transactions
52.204-1	DEC 1989	Approval of Contract. NASA Assistant Administrator for Procurement
52.204-4	AUG 2000	Printing or Copying Double-Sided on Recycled Paper
52.204-7	OCT 2003	Central Contractor Registration
52.207-2	FEB 1993	Notice of Cost Comparison (Negotiated)
52.207-3	NOV 1991	Right of First Refusal of Employment
52.209-6	JUL 1995	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.211-15	SEP 1990	Defense Priority and Allocation Requirements
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	JAN 2004	Pension Adjustments and Asset Revisions
52.215-16	JUN 2003	Facilities Capital Cost of Money
52.215-18	OCT 1997	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
52.215-19	OCT 1997	Notification of Ownership Changes
52.215-21	OCT 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications
52.216-7	DEC 2002	Allowable Cost and Payment
52.219-4	JAN 1999	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (NA: Offer elects to waive the evaluation preference)
52.219-8	MAY 2004	Utilization of Small Business Concerns
52.219-9	JAN 2002	Small Business Subcontract Plan
52.219-16	JAN 1999	Liquidated Damages—Subcontracting Plan
52.219-23	JUN 2003	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Insert: Offer elects to waive the evaluation preference)
52.219-25	OCT 1999	Small Disadvantaged Business Participation Program- Disadvantaged status and Reporting

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.222-1	FEB 1997	Notice to the Government of Labor Disputes
52.222-3	JUN 2003	Convict Labor
52.222-21	FEB 1999	Prohibition of Segregated Facilities
52.222-26	APR 2002	Equal Opportunity
52.222-35	DEC 2001	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	JUN 1998	Affirmative Action for Workers with Disabilities
52.222-37	DEC 2001	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-41	MAY 1989	Service Contract Act of 1965, As Amended
52.223-5	AUG 2003	Pollution Prevention and Right-to-Know Information(Alternates I & II (Aug 2003))
52.223-6	MAY 2001	Drug-Free Workplace
52.223-10	AUG 2000	Waste Reduction Program
52.223-14	AUG 2003	Toxic Chemical Release Reporting
52.224-1	APR 1984	Privacy Act Notification
52.224-2	APR 1984	Privacy Act
52.225-13	DEC 2003	Restrictions on Certain Foreign Purchases
52.227-1	JUL 1995	Authorization and Consent
52.227-2	AUG 1996	Notice & Assistance Regarding Patent & Copyright Infringement
52.227-11	JUN 1997	Patent Rights-Retention by the Contractor (Short Form)
52.227-14	JUN 1987	Rights in Data-General (As Modified by NFS 1852.227-14)
52.228-7	MAR 1996	Insurance - Liability to Third Persons
52.230-2	APR 1998	Cost Accounting Standards
52.230-6	NOV 1999	Administration of Cost Accounting Standards
52.232-9	APR 1984	Limitation on Withholding of Payments
52.232-17	JUN 1996	Interest
52.232-22	APR 1984	Limitation 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
52.233-1	JUL 2002	Disputes – with (Alternate I (Dec. 1991))
52.233-3	AUG 1996	Protest After Award with (Alternate I (Jun 1985))
52.237-2	APR 1984	Protection of Government Buildings, Equipment and vegetation
52.237-3	JAN 1991	Continuity of Services
52.239-1	AUG 1996	Privacy or Security Safeguards
52.242-1	APR 1984	Notice of intent to Disallow Costs
52.242-3	MAY 2001	Penalties for Unallowable Cost
52.242-4	JAN 1997	Certification of Final Indirect Costs
52.242-13	JUL 1995	Bankruptcy
52.243-2	AUG 1987	Changes-Cost Reimbursement- with (Alternate II (Apr. 1984))
52.243-6	APR 1984	Change order Accounting
52.244-2	AUG 1998	Subcontracts- with (Alternate I (Aug. 1998))
52.244-5	DEC 1996	Competition in Subcontracting
52.244-6	JUL 2004	Subcontracts For Commercial Items and Commercial Components
52.245-5	MAY 2004	Government Property (Cost Reimbursement, Time and Materials, or labor-hour Contracts)
52.245-19	APR 1984	Government Property Furnished “As Is”
52.246-25	FEB 1997	Limitation of Liability—Services

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.247-1	APR 1984	Commercial Bill of Lading Notations
52.248-1	FEB 2000	Value Engineering
52.249-6	MAY 2004	Termination (Cost Reimbursement)
52.249-14	APR 1984	Excusable Delays
52.251-1	APR 1984	Government Supply Sources
52.251-2	JAN 1991	Interagency Fleet Management System (IFMS) Vehicles and Related services
52.253-1	JAN 1991	Computer Generated Forms

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

CLAUSE NUMBER	DATE	TITLE
1852.209-72	DEC 1988	Composition of the Contractor
1852.216-89	JUL 1997	Assignment and Release Forms
1852.219-74	SEP 1990	Use of Rural Area Small Businesses
1852.219-75	MAY 1999	Small Business Subcontracting Reporting
1852.219-76	JUL 1997	NASA 8 Percent Goal
1852.223-74	MAR 1996	Drug- And Alcohol-Free Workplace
1852.237-70	DEC 1988	Emergency Evacuation Procedures
1852.243-71	MAR 1997	Shared Savings

(End of Clause)

I.2 OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9) (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of clause)

I.3 OPTION TO EXTEND SERVICES (FAR 52.217-8) (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the end of the contract.

(End of clause)

I.4 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (52.222-42) (MAY 1989)

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

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

Employee ClassMonetary Wage

Grant and SBIR Technicians GS 5/7/9/11/12
 Procurement Data Technician GS 7/9
 Procurement Closeout Technician GS 9/11
 Human Resource Specialist GS 9/11/12
 Human Resource Assistant GS 5/6/7/8/9
 Accounts Payable Technicians GS 7/9
 Accounts Receivable Technicians GS 7/9
 Payroll Technicians GS 7/9/11/12/13
 Time and Attendance Processing
 Technicians GS 7/9/11/12/13
 Travel Processing Technicians GS 7/9

For all wages, refer to the OPM
 General Schedule pay tables
 (provided by geographical
 location) at the OPM website
 at <http://www.opm.gov/oca/04tables/indexGS.asp>

NOTE: These employee classifications are not indicative of any future organization resulting from this competition.

FRINGE BENEFITS

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 of service or over.

Sick Leave: Receives 13 days paid leave per year.

Holidays: Receives 10 paid holidays per year.

Health Insurance: Government pays up to 60% of health insurance.

Group Life Insurance: Government pays two-thirds of life insurance rate premiums.

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 11.4% 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

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.

(End of clause)

I.5 OMBUDSMAN (OCTOBER 2003)

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

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

(End of clause)

I.6 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES 1852.204-76 (JULY 2002)

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

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

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Government Information Security Reform Act of 2000. The plan shall meet IT security requirements in accordance with Federal and NASA policies and procedures that include, but are not limited to:

- (1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;

- (2) NASA Procedures and Guidelines (NPG) 2810.1, Security of Information Technology; and
- (3) Chapter 3 of NPG 1620.1, NASA Security Procedures and Guidelines.

(c) Within 0 (Plan to be submitted with Proposal) days after contract award, the contractor shall submit for NASA approval an IT Security Plan. This plan must be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(d)(1) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPG 2810.1, Section 4.5; NPG 1620.1, Chapter 3; and paragraph (d)(2) of this clause. Those Contractor personnel with non-privileged access do not require personnel screening. NASA shall provide screening using standard personnel screening National Agency Check (NAC) forms listed in paragraph (d)(3) of this clause, unless contractor screening in accordance with paragraph (d)(4) is approved. The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of the government, interim access may be granted pending completion of the NAC.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk):

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" data whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the contractor for NASA whose function or data has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as follows:

(i) IT-1: Fingerprint Card (FC) 258 and Standard Form (SF) 85P, Questionnaire for Public Trust Positions;

(ii) IT-2: FC 258 and SF 85, Questionnaire for Non-Sensitive Positions; and

(iii) IT-3: NASA Form 531, Name Check, and FC 258.

(4) The Contracting Officer may allow the Contractor to conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures. As used here, equivalent includes a check for criminal history, as would be conducted by NASA, and completion of a questionnaire covering the same information as

would be required by NASA.

(5) Screening of contractor personnel may be waived by the Contracting Officer for those individuals who have proof of --

- (i) Current or recent national security clearances (within last three years);
- (ii) Screening conducted by NASA within last three years; or
- (iii) Screening conducted by the Contractor, within last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer under paragraph (d)(4) of this clause.

(e) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPG 2810.1, Section 4.3 requirements. The contractor may use web-based training available from NASA to meet this requirement.

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

(g) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of clause)

I.7 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (FAR 52.207-3) (NOV 1991)

(a) The Contractor shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

(b) Within 90 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separated as a result of award of this contract.

(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

(End of clause)

I.8 RIGHT TO PROPOSAL DATA (TECHNICAL) (FAR 52.227-23) (June 1987)

Except for data contained on pages (see **redacted version of Mission Suitability Volume at attachment J-18**), 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 technical data contained in the Redacted proposal included in Attachment J-18, upon which this contract is based.

(End of clause)

I.9 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (Apr 1984)

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

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

(End of clause)

(END OF SECTION)

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J, LIST OF ATTACHMENTS

J.1 LIST OF CONTRACT ATTACHMENTS

<u>ATTACHMENT</u>	<u>DESCRIPTION</u>
J-1	NSSC Performance Work Statement
J-2	Data Requirements Description
J-3	Technical Exhibits
J-4	Service Contract Act (SCA) Wage Determinations
J-5	Award Fee Plan
J-6	Handling of Data Plan
J-7	Subcontracting Plan for Small, Small Disadvantaged, and Women-Owned Small Business Concerns
J-8	Organizational Conflict of Interest (OCI) Plan
J-9	IT Security Plan
J-10	List of Government-Furnished Property
J-11	Safety and Health Plan
J-12	Quality Control Plan
J-13	Service Provider Phase-in/Transition/End State Delivery Plan
J-14	Reserved
J-15	Reserved
J-16	NSSC Interim Facility Requirements
J-17	NSSC Integrated Transition Schedule
J-18	Redacted Mission Suitability Volume