

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ▶	RATING DO-C9	PAGE OF PAGES 1 53
2. CONTRACT (Proc. Inst. Ident.) NO. NNM04AA02C	3. EFFECTIVE DATE January 1, 2004	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 4200042551	
5. ISSUED BY Procurement Office, Mail Code PS31-J George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	CODE PS31-J	6. ADMINISTERED BY (If other than Item 6) Jeffrey S. Jackson Jeffrey.S.Jackson@nasa.gov 256-544-8935	CODE PS31-J

7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) Science Applications International Corporation (SAIC) Company 6, Technology Services Company 10260 Campus Point Drive, San Diego, California 92121 c/o 6725 Odyssey Drive, Huntsville, Alabama 35806 Madison Countv	8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT -0-
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM G.2

Cage Code : 0T5L1	TPA : 10	PPC : BX	FACILITY CODE
11. SHIP TO/MARK FOR			12. PAYMENT WILL BE MADE BY
			National Aeronautics and Space Administration George C. Marshall Space Flight Center Marshall Space Flight Center, AL 35812 Automated Invoice Payment Information: (256) 544-5566

13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	14. ACCOUNTING AND APPROPRIATION DATA
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Unified NASA Information Technology Services (UNITeS) Approved: /s/ Stephen P. Beale Procurement Officer	All			

15G. TOTAL AMOUNT OF CONTRACT ▶ \$480,752,036

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>3</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Lee D. Lodge Group Director of Contracts and VP, Administration	20A. NAME OF CONTRACTING OFFICER David A. Iosco
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19B. NAME OF CONTRACTOR Teledyne Brown Engineering, Inc.	19C. DATE SIGNED 11/10/2003	20B. UNITED STATES OF AMERICA BY /s/ David A. Iosco	20C. DATE SIGNED 12/22/2004
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SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BRIEF DESCRIPTION OF WORK

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing:

"UNIFIED NASA INFORMATION TECHNOLOGY SERVICES (UNITEs)"

The effort comprising this contract will be evaluated in accordance with **ATTACHMENT J-5, "UNITEs CPAF EVALUATION PLAN."**

A. Completion Work

Work that has been identified in advance (based on utilization of both the Performance Work Statement and ATTACHMENT C, Background and Historical Information), and for which the estimated cost and fee have been negotiated, shall comprise the negotiated contract value. The negotiated contract value, including the values negotiated for each option period, include all overhead, G&A, profit, and all other items that apply to delivering the services required of this contract effort.

B. Indefinite Delivery, Requirements Work

Work that may be of a recurring nature but cannot be sufficiently identified or quantified in advance shall be identified as Requirements work. Requirements services shall apply to those services identified in **PWS sections 5.1, MSFC Applications and Web Services, and 3.9.4 and 5.10.4, Maintenance**, where the level of service required exceeds the bands established for these services. For purposes of contract value, performance within the bands specified for MSFC Applications and Web Services, and Maintenance shall be considered part of the negotiated contract value and fluctuations within these performance parameters shall not constitute grounds for equitable adjustment to the contract. Should effort exceeding the maximum limit of the performance bands be required, a contract modification will be issued per the procedures established in **Section B.8** at the negotiated burdened Labor rates specified in **ATTACHMENT J-14**. The Government reserves the right to request an equitable adjustment for effort that falls below the performance bands.

(End of clause)

B.2 ESTIMATED COST AND AWARD FEE

(a) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost	Shared Savings Fee	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04-6/30/04	\$ 46,763,245			\$ 2,805,795
Base Year 1	7/1/04 - 12/31/04	\$ 84,343,312			\$ 5,060,599
Base Year 2	1/1/05-6/30/05	\$ 81,045,306			\$ 4,862,719
Base Year 2	7/1/05 - 12/31/05	\$ 81,045,306			\$ 4,862,719
Base Year 3	1/1/06-6/30/06	\$ 80,171,243			\$ 4,810,275
Base Year 3	7/1/06 - 12/31/06	\$ 80,171,242			\$ 4,810,275
Option Year 1	1/1/07-6/30/07	\$ 80,076,708			\$ 4,804,603
Option Year 1	7/1/07 - 12/31/07	\$ 80,076,708			\$ 4,804,603
Option Year 2	1/1/08-6/30/08	\$ 81,662,030			\$ 4,899,722
Option Year 2	7/1/08 - 12/31/08	\$ 81,662,029			\$ 4,899,722
	TOTAL	\$777,017,129			\$46,621,032

(b) The estimated cost and award fees applicable to the base period and each option period are as follows:

CLIN	Qty.	Unit	Estimated Cost	Award Fee
BASIC PERIOD (January 1, 2004 thru December 31, 2006)				
001	1	Job	\$453,539,654	\$27,212,382
			<u>Estimated Amount</u>	<u>Maximum Amount</u>
002	1	ID/R	\$0	\$1,500,000

CLIN	Qty.	Unit	Estimated Cost	Award Fee
OPTION PERIOD 1 (January 1, 2007 thru December 31, 2007)				
003	1	Job	\$160,153,416	\$9,609,206

			<u>Estimated Amount</u>	<u>Maximum Amount</u>
004	1	ID/R	\$0	\$500,000

<u>CLIN</u>	<u>Qty.</u>	<u>Unit</u>	<u>Estimated Cost</u>	<u>Award Fee</u>
OPTION PERIOD 2 (January 1, 2008 thru December 31, 2008)				

005	1	Job	\$163,324,059	\$9,799,444
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			<u>Estimated Amount</u>	<u>Maximum Amount</u>
006	1	ID/R	\$0	\$500,000

(End of clause)

B.3 AWARD FEE FOR SERVICE CONTRACTS

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in **Clause B.2, "ESTIMATED COST AND AWARD FEE"** in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with **ATTACHMENT J-5, UNITEs CPAF EVALUATION PLAN**. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis. Performance evaluation for PWS sections 3.0 and 5.0 will be evaluated against the standards delineated in **ATTACHMENT J-4, PERFORMANCE MEASUREMENT STANDARDS**. Any changes to this ATTACHMENT will be made by bilateral contract modification.

(c) The Government will advise the Contractor in writing of the evaluation results. The NASA/MSFC Financial Management Office, RS23 will make payment based on issuance of a unilateral modification by the Contracting Officer.

(d) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at **Clause B.2 ESTIMATED COST AND AWARD FEE**. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(e) (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 60 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.

(f) Award fee determinations are unilateral decisions made solely at the discretion of the Government. Award fee that is determined to be payable by the Fee Determination Official under this contract shall be payable upon notice of award to the Contractor from the Contracting Officer and issuance of contract modification incorporating award fee earned.

(g) In the event this contract is terminated prior to a regularly scheduled semiannual award fee determination, the award fee to be paid the Contractor shall be an appropriate portion of the potential award fee, if any, as may be determined by the Fee Determination Official based on work accomplished.

(h) The amount of award fee which has been awarded pursuant to this clause and the period to which said fee applies is set forth in **Clause B.2(a)**.

(End of Clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

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

Ceilings on General And Administrative Costs-

<u>Period</u>	<u>Rate</u>
1/1/04 - 12/31/04	[(b)(4)]
1/1/05 - 12/31/05	
1/1/06 - 12/31/06	

1/1/07 - 12/31/07
1/1/08 - 12/31/08

[(b) (4)]

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

(c) [

(b) (4)

]

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

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

<u>Period</u>	<u>Amount</u>
1/1/04 to 12/31/04	↙ (b)(4) ↘
1/1/05 to 12/31/05	
1/1/06 to 12/31/06	
1/1/07 to 12/31/07	
1/1/08 to 12/31/08	

(End of clause)

B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$2,272,257. This allotment is for performance in all areas and covers the following estimated period of performance: contract award through February 15, 2004.

(b) An additional amount of \$136,336 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$0	\$2,272,257	\$2,272,257
Shared Savings Fee	\$0	\$0	\$0
Provisional Award Fee (Funded at 60%)	\$0	\$136,336	\$136,336
Award Fee Earned	\$0	\$0	\$0
Total Sum Allotted	\$0	\$2,408,593	\$2,408,593

(End of clause)

B.7 INDEFINITE DELIVERY/REQUIREMENTS

(a) The completion effort (definite quantity) of this contract is considered to be those services negotiated for the estimated cost and fees for the basic contract period and each priced option period. Work that cannot be sufficiently identified, predetermined, or quantified is identified as Requirements work.

(b) Requirements work is specified as that effort that exceeds the performance bands specified in **PWS sections 5.1,**

MSFC Applications and Web Services, and 3.9.4 and 5.10.4, Maintenance.

(c) The estimated amount of Requirements work for each period is specified in **Section B.2** as CLINS 002, 004, and 006.

The Government is not obligated to place any orders under this contract for Requirements work.

(End of clause)

B.8 REQUIREMENTS ORDERING PROCEDURES

(a) The Contracting Officer (CO) will issue all Requirements work under this contract. As required, Task Orders (TO's), will be issued via bilateral contract modification based on the established burdened labor rates delineated in **ATTACHMENT J-14, Requirements Labor Rates**, and will contain the following information:

1. Date of Order (effective date of Modification)
2. Contract number and Order number (i.e., Task Order 001, 002, etc.)
3. Contract item number and description, quantity, and estimated cost or fee (i.e., specific PWS sections requiring band adjustment, applications to be delivered, and negotiated adjustment value to contract)
4. Delivery or performance schedule (if different from basic contract)
5. Place of delivery or performance (if different from basic contract)
6. Any packaging, packing, and shipping instructions (if different from basic contract)
7. Accounting and appropriation data (if funding to be provided with order)
8. Method of payment and payment office (if different from basic contract)

(b) Fixed Labor Rate Requirements Work

The Contractor shall perform any and all functions required by the issuance and negotiation of Task Orders per the rates established in **ATTACHMENT J-14**. These rates are burdened to include all costs, direct and indirect, including fringes, overhead, and general and administrative, but excluding fee. These rates are fixed for the base period and each option year as submitted by the Contractor as part of the negotiated proposal.

(End of clause)

B.9 CONTRACT EXTENSION RESULTING FROM PROTESTS

(a) If the award of a successor contract to perform the services being performed under this contract is delayed because of a protest, the Contracting Officer may extend the period of performance on this contract to cover any delay caused by such protest. The Contractor shall be entitled to an equitable adjustment for such an extension, subject to limitations in paragraph (b).

(b) The final award fee evaluation period may be extended to include the contract extension period provided for in paragraph (a). However, if the Contractor is the protester or one of the protesters, no additional fee shall be put in the award fee pool or otherwise made available to the Contractor, unless the Contractor or another protester substantially prevails in the protest.

(End of clause)

[END OF SECTION]

SECTION C

DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

C.1 DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

The Performance Work Statement is **Attachment J-1**.

(End of clause)

C.2 GENERAL

It is understood and agreed that the work performed under this contract is on a completion basis and that the Performance Work Statement (PWS), in conjunction with the Background and Historical data furnished in ATTACHMENT C, is stated in sufficient terms to necessitate Government direction to the minimum necessary to assure operational requirements are met. In addition, for the effort specified in **PWS Sections 5.1, MSFC Applications and Web Services, and 3.9.4 and 5.10.4, Maintenance**, ID/R Requirements beyond the bands established in the PWS will be issued in accordance with **Clauses B.7 and B.8**.

The Contractor shall be responsible for staffing the contract with appropriate skills and numbers of personnel to assure work is performed in a high quality, timely, and cost effective manner. The Contractor's obligation under this contract shall include resolution of unusual or emergency situations or increased work volume that may occur from time to time throughout the period of performance. Work and increased work volume of this nature directed of the Contractor by the Government will be by use of the "Technical Direction" clause from the Contracting Officer or his/her Representative. Services so directed shall be considered within the general scope of the contract, entirely within the Contractor's original obligation and will not constitute nor be construed as a change within the meaning of the clause of this contract entitled "Changes -- Cost Reimbursement -- Alternate II." However, if any written direction by the Government through "Technical Direction" is considered by the Contractor to be a change to the original contractual obligation, the Contractor, before performing any effort pursuant to such Government direction, shall refer such questions to the Contracting Officer for resolution in accordance with the procedures set forth in the "Technical Direction" Clause of this contract.

(End of clause)

[END OF SECTION]

SECTION D

PACKAGING AND MARKING

D.1 PACKAGING, HANDLING, AND TRANSPORTATION (1852.211-70)
(JUNE 2000) .

(a) The Contractor shall comply with NPG 6000.1E, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", dated April 26, 1999, as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

[END OF SECTION]

SECTION E

INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

- 52.246-3 Inspection of Supplies -- Cost-Reimbursement
(May 2001)
- 52.246-5 Inspection of Services -- Cost-Reimbursement
(Apr 1984)

(End of clause)

E.2 PLACE OF FINAL INSPECTION AND ACCEPTANCE

The place of final inspection and acceptance for deliverables under this contract shall be at the F.o.b. point as set forth in Clause F.4, "Free On Board (F.o.b.) Point".

(End of clause)

[END OF SECTION]

SECTION F

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

52.242-15 Stop-Work Order (Aug 1989) -- Alternate I
(Apr 1984)
52.247-65 F.o.b. Origin, Prepaid Freight -- Small
Package Shipments (Jan 1991)
52.247-29 F.o.b. Origin (Jun 1998)

(End of clause)

F.2 PERIOD OF PERFORMANCE

(a) The period of performance of this contract shall be January 1, 2004 through December 31, 2006.

(b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

<u>Option Period</u>	<u>Period of Performance</u>
<u>No.</u>	
1	1/1/07 to 12/31/07
2	1/1/08 to 12/31/08

(End of clause)

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

The contractor shall perform the work under this contract at Marshall Space Flight Center, Alabama; NASA Headquarters, Washington, D.C.; Glenn Research Center, Ohio; Kennedy Space Center, Florida; Johnson Space Center, Texas; Ames Research Center, California; Goddard Space Flight Center, Maryland; Stennis Space Center, Mississippi; Dryden Flight Research Center, California; Langley Research Center, Virginia; Jet Propulsion Laboratory, California; Independent Validation and Verification Facility, West Virginia; Wallops Flight Facility, Maryland; Michoud Assembly Facility, Louisiana; White Sands Test Facility, New Mexico; Moscow, Russia; and at such other locations as may be approved in writing by the Contracting Officer.

(End of clause)

F.4 FREE ON BOARD (F.o.b.) POINT

(a) The F.o.b point for deliverables under this contract shall be the George C. Marshall Space Flight Center, Marshall Space Flight Center, AL 35812, at the sites requiring the deliverables, or for specific items, when so directed by the Contracting Officer or his duly authorized representative, at the Contractor's facilities.

(b) Those items having the F.o.b point at the Contractor's facilities in accordance with (a) above shall be shipped as directed by the Contracting Officer or his duly authorized representative and in accordance with clause 52.247-1, "Commercial Bill of Lading Notations."

(End of clause)

F.5 SECTION 10721 RATES (MSFC--52.247-90) (FEB 2001)

The Contractor shall use carriers that offer acceptable service at reduced rates (Section 10721 rates), if available.

(End of clause)

F.6 BILLS OF LADING

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

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

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

Contract or Order Number: _____
Destination: _____".

(b) Government bill of lading.

(1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government Bills of Lading (GBLs). As used in this

clause, "domestic overseas" means non-continental United States, i.e., Hawaii, Commonwealth of Puerto Rico, and possessions of the United States.

(2) At least 15 days before shipment, the Contractor shall request in writing GBLs from: Transportation Officer, AD42, NASA, George C. Marshall Space Flight Center, MSFC, AL 35812. If time is limited, requests may be by telephone: (256) 544-4554. Requests for GBLs shall include the following information.

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

(End of clause)

[END OF SECTION]

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

1852.227-70 New Technology (May 2002)
1852.242-71 Travel Outside of the United States
(Dec 1988)
1852.242-73 NASA Contractor Financial Management
Reporting (Jul 2000)

(End of Clause)

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

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

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

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

(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 (b), the contractor shall prepare and submit vouchers as follows:

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

N/A

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

- (i) Copy 1 NASA Contracting Officer
- (ii) Copy 2 Auditor
- (iii) Copy 3 Contractor
- (iv) Copy 4 Contract administration

office; and

- (v) Copy 5 Project management office.

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

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

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

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

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

(End of clause)

G.3 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JUL 1997)

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

	<u>Title</u>	<u>Office Code</u>	<u>Address</u>
New Technology Representative	Chief, Technology Utilization	CD30	MSFC, AL 35812
Patent Representative	Chief, Intellectual Property Counsel	LS01	MSFC, AL 35812

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. 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.4 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (MSFC--52.204-90) (NOV 1999)

(a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be by MSFC Form 1739, "Contractor Badge/Decal Application." Requests for badging shall be submitted to the attention of the appointed Contracting Officer's Technical Representative for completion and approval prior to processing by the MSFC Protective Services Department.

(b) The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," prior to finalization of employment termination.

(c) Requests for copies of MSFC Forms 383-1 and 1739 shall be directed to the MSFC Protective Services Department, Marshall Space Flight Center, Alabama 35812.

(End of clause)

G.5 TECHNICAL DIRECTION (1852.242-70) (SEP 1993)

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

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

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

(1) Constitutes an assignment of additional work outside the statement of work;

(2) Constitutes a change as defined in the changes clause;

(3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the contract fees (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

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

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is --

(1) Rescinded in its entirety; or

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

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

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

(End of clause)

THE FOLLOWING CLAUSE APPLIES ONLY TO ITEMS THAT HAVE AN ACQUISITION COST BENEATH THE NEMS THRESHOLD. SEE CLAUSE G.9(b)(4).

**G.6 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
(1852.245-71) (JUNE 1998)**

(a) The Government property described in the clause at 1852.245-77 (**See G.10**), 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:

The Contractor shall retain responsibility for notifying cognizant property custodians of all changes in status associated with installation-provided property. All equipment users shall (1) report any missing or untagged (meeting the criteria for control) property to the cognizant property custodian; (2) notify the cognizant property custodian, supervisor, and the Installation Security Officer immediately if theft, damage, or loss of Government property is suspected; (3) ensure that installation-provided property is used only in pursuit of approved NASA programs and projects, or as otherwise authorized; (4) identify property not being actively used in pursuit of approved programs and projects; and (5) ensure that property is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. Under no circumstances will the Contractor dispose of installation property. Under this clause, the Contractor retains accountability for all material and the Contractor assumes full responsibilities.

On-site contractor employees shall also take the on-line Property Responsibility Training.

The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b) (1) The official accountable recordkeeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;

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

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

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

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

(End of clause)

(All property provided to the Contractor for use under this contract that is not provided under Clauses G.6, G.10, and ATTACHMENT J-9 is Contractor accountable)

G.7 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (AUG 2001) (DEVIATION)

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

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

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

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: AD41/ Installation Property Officer, NASA, George C. Marshall Space Flight Center, MSFC, AL 35812, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

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

validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall immediately contact the cognizant NASA Center Industrial Property Officer (IPO) to discuss corrective action.

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

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

(End of clause)

G.8 QUARTERLY REPORTING OF GOVERNMENT PROPERTY IN CONTRACTOR CUSTODY

(a) The Quarterly Reporting of Government Property in Contractor Custody report provides financial data on Government-furnished and contractor-acquired property to which NASA has title. Contractors shall report on all NASA-owned property, in US dollars, (regardless of location) including real property and equipment, special test equipment, special tooling, and agency peculiar property, greater or equal to \$100,000, as well as materials and contract work in process of any value, in their possession (including subcontractors). Negative reports are required. This reporting shall be completed in accordance with the NASA FAR Supplement (NFS) Subpart 1845.7101 and any supplemental guidance provided by the Contracting Officer. The reports shall be electronically submitted using the format described in Enclosure 2 to PIC 03-14 or may be obtained from the Contracting Officer.

(b) Acquisition costs shall be developed using actual costs to the greatest extent possible, especially costs directly related to fabrication such as labor and materials. Where estimates are used, there must be a documented basis. Supporting documentation shall be maintained and available for all amounts reported.

(c) Items that are considered obsolete, in the plant clearance cycle, or heritage assets must be reported separately. Obsolete property is property for which there

are no current plans for use in their intended purpose. Examples of obsolete property are items in configurations which are no longer required or used by NASA or items held for engineering evaluation purposes only. NASA may have approved the retention of these items for programmatic reasons even though they have no current plans to be used.

(d) The due dates for the data required for the quarterly submissions are as follows:

July 21 for the quarter ending June 30

October 15 for the quarter ending September 30

January 21 for the quarter ending December 31

April 21 for the quarter ending March 31

(e) Due date for submittal of the annual NF 1018 has been extended to November 30.

(End of Clause)

G.9 CONTRACTOR ACCOUNTABLE ONSITE GOVERNMENT PROPERTY
(1852.245-74) (MAR 1989) (DEVIATION)

(a) In performance of work under this contract, certain Government property identified in the contract shall be provided to the Contractor on a no-charge-for-use basis by the installation's Supply and Equipment Management Officer. That property shall be utilized in the performance of this contract at the installation that provided the property or at such other installations or locations as may be specified elsewhere in this contract. The Contractor assumes accountability and user responsibilities for the property.

(b) Government property provided shall in every respect be subject to the provisions of the FAR 52.245-5 Government property clause of this contract. In addition, the contractor is responsible for managing this property in accordance with the guidelines provided by the installation's Supply and Equipment Management Officer or any other formally designated representatives of the Contracting Officer. The guidelines include but are not limited to requiring the Contractor to --

(1) Use Economic Order Quantity (EOQ) methods for routine stock replenishment;

(2) Utilize the Federal Cataloging System;

(3) Comply with shelf-life requirements;

(4) Provide for accountability and control using the NASA Equipment Management System (NEMS) of all equipment costing \$5,000 and over, plus that equipment designated as "sensitive";

- (5) Provide for physical inventory of all controlled equipment at least every 3 years;
- (6) Conduct walk-through utilization inspections;
- (7) Provide for sample inventories of materials plus complete inventories every 5 years;
- (8) Screen before acquiring additional property in accordance with 1852.245-70, Contractor Requests for Government-Owned Equipment; and
- (9) Use Government sources as the first source of supply.

(End of clause)

G.10 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES
(1852.245-77) (JUL 1997)

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

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.

(b) General- and special-purpose equipment, used exclusively by the contractor, including office furniture, which is non-sensitive and has an acquisition cost of less than \$5,000 and equipment of any acquisition cost that is shared use and required to be maintained for the Government under the Performance Work Statement of this contract.

(1) Equipment to be made available is listed in **Attachment J-9**. (The Government will neither make available nor reimburse the cost of personal items such as coveralls, hard hats, safety shoes, safety glasses, or personal hand tools and equipment). The Government retains accountability for the property listed in **ATTACHMENT J-9** under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

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

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

(c) Utilization of Center's supply source for purchase of general office supplies.

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

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

(f) Installation service facilities: See Attachment J-9.

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

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

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

(j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

(k) Fitness/Wellness Center exercise/recreation facilities.

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

(End of clause)

G.11 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.

SPECIAL NOTICE: The classifications and wages specified in Section A, Classifications, Grades, and Rates, of this clause, are for informational purposes only. Actual wages to be paid are specified in ATTACHMENT J-3, WAGE DETERMINATIONS.

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

A. Classifications, Grades, and Rates

Accounting Clerk III	01013	10.62
Cable Splicer	23125	17.26
Computer Operator I	03041	10.62
Computer Operator II	03042	11.88
Computer Operator III	03043	13.25
Computer Operator IV	03044	14.72
Computer Operator V	03045	16.30
Computer Programmer I	03171	11.88
Computer Programmer III	03173	18.01
Computer Systems Analyst II	03102	21.79
Documentation Preparation Clerk	01060	9.46
Electronic Technician, Maintenance I	23181	15.70
Electronic Technician, Maintenance II	23182	16.46
Electronic Technician, Maintenance III	23183	17.21
Engineering Technician V	29085	18.01
Film/Tape Librarian	01110	10.62
General Clerk III	01117	9.46
General Clerk IV	01118	10.62
Key Entry Operator I	01131	8.67
Secretary I	01311	10.62
Secretary II	01311	10.88
Secretary III	01313	13.25
Secretary IV	01314	14.72

Material Coordinator	21020	14.99
Peripheral Equipment Operator	03160	10.62
Personnel Assistant IV	01264	13.25
Photographer II	13072	11.88
Photographer III	13073	14.72
Photographer IV	13074	18.01
Service Order Dispatcher	01320	10.62
Supply Technician	01400	14.72
Switchboard Operator	01460	9.46
Telecommunications Mechanic I	23930	17.21
Telecommunications Mechanic II	23931	17.94
Classifications represented by the Communication Workers of America (CWA) Local Union 3905		
Data Entry Clerk I	GS-02	8.46
Data Entry Clerk II	GS-03	9.46
Document Coordinator	GS-06	13.25
Documentation Clerk II	GS-05	11.88
Editor Writer	GS-11	21.79
Illustrator II	GS-07	14.72
Illustrator III	GS-09	18.01
Inspector	GS-06	13.25
Lead Documentation Clerk	GS-06	13.25
Lead Graphics/Web Animation Illustrator	GS-10	19.83
Lead Illustrator III	GS-10	19.83
Lead Information Coordinator	GS-09	18.01
Lead Publications and Presentations Illustrator	GS-10	19.83

Lead Reproduction Technician	W1-06	15.70
Reproduction Technician	WG-05	13.49
Supply Clerk	GS-04	10.62
Technical Typist	GS-03	9.46

**Approved Conformed
Classifications
USDOL/Letter/Dated 04/02/98
(Position Descriptions are
attached below)**

Photographic Lab Technician I	GS-07	14.72
Photographic Lab Technician II	GS-09	18.01
Photographic Lab Technician, Lead	GS-10	19.83

B. Fringe Benefits (applicable to all classifications)

1. Insurance and Health Programs

Life, accident, and health insurance and sick leave programs (22 percent of basic hourly rate).

2. Holidays

- a. New Year's Day
- b. Martin Luther King, Jr. Day
- c. Presidents' Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- h. Veterans Day
- i. Thanksgiving Day
- j. Christmas Day

3. Vacation or Paid Leave

a. 2 hours of annual leave each week for an employee with less than three years of service.

b. 3 hours of annual leave each week for an employee with three but less than fifteen years of service.

c. 4 hours of annual leave each week for an employee with fifteen or more years of service.

4. Retirement

1.5 percent of basic hourly rate plus Thrift Savings Plan plus Social Security.

(End of clause)

[END OF SECTION]

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

1852.204-74	Central Contractor Registration (May 2002)
1852.208-81	Restrictions on Printing and Duplicating (Oct 2001)
1852.223-75	Major Breach of Safety or Security (Feb 2002)
1852.242-72	Observance of Legal Holidays (Aug 1992)- Alternate I (Sep 1989)-Alternate II (Oct 2000)

(End of clause)

H.2 ASBESTOS MATERIAL (MSFC--52.223-90) (JUN 2002)

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

(End of clause)

H.3 LIMITATION OF FUTURE CONTRACTING (1852.209-71) (DEC 1988)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5 -- Organizational Conflicts of Interest.

(b) The nature of this conflict is an unfair competitive advantage.

(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, or Government procurement sensitive information, and as long as such data or information remains proprietary, confidential, or sensitive, the Contractor shall protect such data or information from unauthorized use and disclosure and agrees not to use it to compete with other companies.

(End of clause)

H.4 LABOR PROVISIONS

Service Contract Act

Pursuant to the requirements of the Service Contract Act of 1965, as amended, and the applicable clauses incorporated in Section I, the minimum wages to be paid service employees under this contract shall be those set forth in the Department of Labor Wage Determinations (**Attachment J-3**).

NOTICE-

This solicitation and resulting contract are subject to the statutory provisions of the Service Contract Act of 1965, as amended, (Contract Clause 52.222-41), and the implementing regulations of the Act outlined in Title 29 Code of Federal Regulations, Part 4.

As a prospective bidder/contractor you are liable for the proper interpretation, application, implementation, and administration of the mandatory provisions of this Act. Therefore, it is imperative that you take appropriate action when preparing your proposal to assure compliance and ensure that your corporate policies are congruous with the spirit and intent of the law.

(End of clause)

H.5 NATIONAL LABOR RELATIONS ACT

The selected contractor shall be required to comply with the requirements of the National Labor Relations Act. Further, MSFC encourages contractors with collective bargaining agreements to become actively involved in the Area Labor-Management Relations Council sponsored jointly by the Marshall Space Flight Center and the Federal Mediation and Conciliations Service. Some of the incumbent contractor's and subcontractor's "service employees" are represented by the following collective bargaining representatives (unions):

- Affiliate of International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 639 (Contact Ronald Warren)
- Communications Workers of America, AFL-CIO, Local No. 3905, [Mary Layton, President, telephone (256) 539-6081]
- Communications Workers of America, AFL-CIO, Local No. 2185 (Contact Charles Bates, telephone (301) 562-8243)
- International Association of Machinist and Aerospace Workers, Local Lodge No. 2552 (Contact Homer Tipton, telephone (757) 466-7665)
- International Brotherhood of Electrical Workers, Local No. 543 (Contact Ralph Millette, telephone (760) 245-8147)
- International Brotherhood of Electrical Workers, Local No. 2088 (Contact Harry Judah, telephone (321) 637-7980 or (321) 637-7957)

The Government contracting activity recognizes the rights afforded these individuals by the National Labor Relations Act. Therefore, the successful contractor agrees to maintain practices that are congruous with these mandatory provisions of law.

(End of clause)

H.6 RESERVE GATE PROCEDURES/ONE-GATE PLAN

In the event of a labor dispute, the Government may restrict the ingress and egress of the contractor's and subcontractor's employees and suppliers to a specific gate. The contractor agrees to have the employees re-badged (if necessary) and to direct them and the suppliers to utilize only the gate designated in the reserve gate/one-gate procedures.

(End of clause)

H.7 EXPORT LICENSES (1852.225-70) (FEB 2000)-ALTERNATE I
(FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at Marshall Space Flight Center, other NASA Centers as appropriate, the NASA Moscow Technical Liaison Office, or at any NASA installation 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 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.

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

(End of clause)

H.8 SUBCONTRACTS

(a) In accordance with the clause entitled "Subcontracts (Cost Reimbursement and Letter Contracts) -- Alternate I," the following classes of subcontracts are designated for special surveillance, and the Contractor shall obtain the Contracting Officer's written consent before placement:

- (1) All cost reimbursement subcontracts;
- (2) All fixed price subcontracts exceeding \$500,000 total value, including all options, if the Contractor has an approved purchasing system; and,
- (3) All fixed price subcontracts exceeding \$100,000 total value, including all options, if the Contractor does not have an approved purchasing system.

(b) In conducting procurements for IT resources, the Contractor shall comply with the acquisition planning, publication, and competition requirements as generally set forth in the Federal Acquisition Regulation (FAR), Parts 6 and 39. Before issuing a solicitation for any IT resource procurement estimated to exceed \$2,500,000 in total value, the Contractor shall obtain the Contracting Officer's prior written consent to proceed with the procurement.

(c) All subcontracts shall be in the name of the contractor and shall not bind nor purport to bind the Government in any manner.

(End of clause)

H.9 EXCLUDED FUNCTIONS AND RESPONSIBILITIES

Functions and responsibilities directly involved or associated with the management of any NASA laboratory or office are expressly excluded from this contract. Any instructions, directives, or orders issued under this contract involving such NASA management functions and responsibilities shall be null and void. The following activities are representative of the excluded functions and responsibilities that cannot be provided by the Contractor for the Government:

- Policy making or management of NASA operations;
- NASA Program or project management;
- Technical management of Government contracts;

- NASA management planning, programming, budgeting, review, and analysis;
- Government purchasing, contracting, contract administration, acceptance of materials and/or performance, and pay and accounting therefor;
- Direction or supervision of other Government Contractors or Government agencies, or otherwise acting as an agent to obligate or commit NASA in any capacity;
- Clerical and other administration-type functions required to be performed by civil service personnel; and
- Supervision of Government employees.

(End of clause)

H.10 HAZARDOUS MATERIAL REPORTING (MSFC 52.223-91) (FEB 2001)

(a) If during the performance of this contract, the contractor / subcontractor brings any hazardous materials (hazardous as defined under the latest version of the Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to Marshall Space Flight Center, a completed MSFC Form 4099 (MSFC Chemical Inventory Addition) shall be immediately forwarded to the Contracting Officer (or address on form). The contractor shall be responsible for ensuring that all contractor/subcontractor personnel are made aware of and comply with this clause.

(b) Nothing contained in the clause shall relieve the contractor from complying with applicable Federal, state, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with other clauses regarding hazardous materials which may be contained in the contract.

(End of clause)

H.11 APPLICABILITY OF SECTION CLAUSES TO SUBCONTRACTS

In the event the Contractor enters into subcontract(s) for performance of any of the services required under the Performance Work Statement of this contract, the Contractor hereby agrees that, in addition to all other requirements, the intent and purpose of the following contract clauses will be incorporated in any such subcontract(s) where the type of subcontract, or work to be performed, could make the clause applicable. All other appropriate clauses shall also be included in any subcontract as deemed appropriate.

- B.4 Allowable Items of Cost
- B.5 Premium for Scheduled Overtime
- B.9 Contract Extension Resulting from Protests
- E.1 Inspection of Supplies -- Cost Reimbursement
- Inspection of Services -- Cost Reimbursement
- G.1 New Technology
 - NASA Contractor Financial Management Reporting
 - Travel Outside of the United States
- G.3 Designation of New Technology Representative and Patent Representative
- G.4 Contractor Employee Badging and Employment Termination Clearance
- G.7 Financial Reporting of NASA Property in the Custody of Contractors
- G.8 Quarterly Reporting of Government Property in Contractor Custody
- G.9 Contractor Accountable Onsite Government Property
- G.10 List of Installation-Provided Property and Services
- G.11 Statement of Equivalent Rates for Federal Hires
- H.1 Restrictions on Printing and Duplicating
- Observance of Legal Holidays
- Major Breach of Safety or Security
- H.2 Asbestos Material
- H.3 Limitation of Future Contracting
- H.4 Labor Provisions
- H.5 National Labor Relations Act
- H.6 Reserve Gate Procedures/ One-Gate Plan
- H.7 Export Licenses
- H.9 Excluded Functions and Responsibility
- H.10 Hazardous Material Reporting
- H.12 Safety Performance Evaluation
- I.1 Option to Extend the Term of the Contract
 - Emergency Evacuation Procedures
 - Small Business Subcontract Reporting
 - Safety and Health
 - Frequency Authorization

(End of clause)

H.12 SAFETY PERFORMANCE EVALUATION

Evaluation Criteria and Performance Recognition

EVALUATION CRITERIA

- o Management Commitment and Employee Involvement
- o System and Worksite Hazard Analysis
- o Hazard Prevention and Control
- o Safety and Health Training

PERFORMANCE RECOGNITION

Score	≥ 36 points (Annual Score)	≥ 28 points (Annual Score)	≤ 16 points (Quarterly Score)
LTIR	<p><u>And</u> ≤ 50% of the LTIR for the applicable SIC rate</p> <p>Exception: Contractors with less than 100 employees located onsite MSFC shall have <u>no</u> lost time injuries during the past year.</p>	<p><u>And</u> < the applicable SIC rate</p> <p>Exception: Contractors with less than 100 employees located onsite MSFC shall have <u>no more than</u> <u>one</u> lost time injury during the past year.</p>	<p><u>Or</u> > the applicable SIC rate</p> <p>Exception: Contractors with less than 100 employees located onsite MSFC. A Level III rating will be given when <u>greater than two</u> lost time injuries are reported during the past year.</p>
Grade Levels	I	II	III
Recognition	Formal award publicly recognized. Appropriate Past Performance referrals provided.	Formal letter of commendation – will impact contract evaluation and past performance. (Score must either be the same score or and higher from the last evaluation.)	Formal letter expressing concern. Corrective Action Plan requested. Data placed in Past Performance Database. Failure to improve could result in Contract Options not being exercised.

NOTE: If the contractor's safety performance evaluation does not fall within one of the above categories, no recognition will be provided.

▪ **Deductions**

- o Failure to report information on all personnel and property mishaps that meet the criteria of a NASA Recordable Mishap (NPG 8621.1), on a monthly basis, will result in a deduction of \$1,000 for each occurrence of failure to report. Information to be reported includes items listed in paragraph 6 of the clause.

SAFETY PERFORMANCE EVALUATION

1. CONTRACTOR RESPONSIBILITY The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program within the term of the contract. The Contractor will ensure that the requirements of the MSFC approved Contractor's Safety and Health Plan and applicable Data Requirement Documents (DRD) are met. Contractor safety performance evaluation will be based on the MSFC safety program elements. The Contractor shall conduct a quarterly self-evaluation based on these criteria. The CO/COTR, in coordination with the MSFC Safety Office, will validate the Contractor's self-evaluation. Every quarter, the agreed score will be used to assess performance appropriately—positive or negative.

For the purpose of assessing the quarterly score, the Contractor and the CO/COTR, in coordination with the MSFC Safety Office, will reach a mutually agreeable determination based on the metrics reflected in the attachment. In cases where the Contractor and CO/COTR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the Contracting Officer from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety policy or procedures.

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

**Management Commitment and Employee Involvement
(ELEMENT 1)**

Documented Safety Policy And Goals

- Safety Committees
- Safety Meetings
- Subcontractor Safety
- Resources
- Access to Professional Safety Staff
- Accountability (Disciplinary Program)
- Annual Evaluation**

**System And Worksite Hazard Analysis
(ELEMENT 2)**

- Complete And Update Baseline Surveys
- Perform Analysis Of New Work.
- Job Hazard Analysis/ Process Review
- Self-Inspections
- Employee Hazard Reporting
- Mishap/Close Call Investigation
- Injury/Illness Rates

3. PERFORMANCE RECOGNITION

Contractor performance will be recognized as follows:

- **Level I**-Annual rating score of ≥ 36 based on the average of the quarterly assessment scores, and a Lost-Time Incident Rate (LTIR) $\leq 50\%$ of the LTIR for the applicable SIC rate. Have no lost time injuries during the past year.

*Formal award with public recognition.
Appropriate past performance referrals
provided.*

Exception: Contractors with less than 100 employees located on site at MSFC.

- **Level II**-Annual rating score of ≥ 28 based on the average quarterly assessment score, and a Lost-Time Industrial Classification (SIC) rate and the scores remain the same, or reflect improved performance, from the previous period. If scores reflect a decrease in performance, no letter of commendation will be issued.

*Formal letter of commendation.
Will impact contract evaluation
and past performance
referrals.*

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

- **Level III**-Quarterly rating score of ≤ 16 or a Lost Time

Formal letter expressing concern.

**Hazard Prevention and Control
(ELEMENT 3)**

Hazard Identification Process

- Facility and Equipment Maintenance
- Emergency Program and Drills
- Emergency Medical Care Program
- Personal Protective Equipment
- Health Program

**Safety and Health Training
(ELEMENT 4)**

Employee

Supervisor

Manager

Incident Rate (LTIR) > the Standard Industrial Classification (SIC) rate.

*Corrective Action Plan requested.
Data placed in Past Performance Database.
Failure to improve could result in contract options not being exercised.*

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

- If contractor's Safety Performance evaluation does not fall within the above categories.

No recognition.

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

4. CONTRACTOR ACCOUNTABILITY FOR MISHAPS

The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.

5. EVALUATION PROCESS

The evaluation process will be based on the major elements and their subelements cited in Paragraph 2.

The evaluation process will include these steps:

- Contractor to conduct quarterly self-assessment and assign numerical score to each element. (ATTACHMENT 2)
- Contractor self assessments will address compliance with their approved Safety and Health Plan.
- Contractor to have self-assessment validated by CO/ COTR and S&MA Office.
- On an annual basis, the Contracting Officer will apply contract incentives/recognition or consequences based on the average quarterly scores. The Contracting Officer will make a determination on a quarterly basis for items requested in paragraph 6 that are not reported. (Also, see paragraph 7 below.)

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

6. SAFETY METRIC REPORTING

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

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

7. FAILURE TO REPORT

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

Safety Health (S) Management Implementation Guide and Assessment Matrix

Score	Commitment and Involvement (Element 1)		Worksite System and Analysis (Element 2)	Hazard Prevention and Control (Element 3)	Safety and Health Training (Element 4)
	A. Management	B. Employee			
10	Benchmarking indicates "best in Class." In areas of visible management leadership, responsibility/accountability, meaningful metrics, and incentive/recognition systems.	Employees fully involved, safety committees functioning well, is a complete behavior process functioning at least one year, employees involved in process planning and risk assessment.	All subelements fully in place and functioning well for at least one year.	All programs and subelements fully functioning for one year. Strong professional support.	All training processes functioning, all levels of personnel trained to identified needs, management training ongoing.
9	All subelements are in place and functioning well, but have as yet to reach full maturity.	All processes functioning but for limited time, employees involved to great extent.	All subelements in place, employees actively participating.	All programs and subelements in place and functioning.	All training processes established, management initial training complete.
8	One subelement not fully in place but all are being implemented.	Most processes in place, employee involvement growing.	All subelements functioning, employee participation growing.	At least five subelements functioning and one in final stage of implementation.	Most personnel trained to identified needs, training recordkeeping and recall system functioning.
7	Two subelements not fully implemented. Implementation in process on all elements. Employee participation and commitment widespread.	Process activities expanding through organization. Committees and teams functioning.	At least five subelements functioning and remainder established.	At least four subelements functioning, remaining two developing.	Management and supervisor training in process, specialized training in process.
6	All subelements in process or in place. Strong management leadership and commitment begun, metric systems in place, resourcing appropriate.	Employee representatives functioning, joint committees functioning, participating in risk assessment and accident investigation.	At least four subelements functioning and remaining three in process, employee participation beginning to spread through organization.	Medical and safety programs strengthening. Emergency preparedness program established and exercised.	Management training in process developed, supervisor training developed, training recordkeeping and recall system developed.
5	Management commitment and leadership accepted by workers, worker participation and commitment begun, metric system.	Employee representatives appointed/elected, committees beginning to perform functions (investigation, analysis, process improvement).	All subelements established, employees beginning to participate.	Rules written, medical and safety programs developing. Personal Protective Equipment adequate.	Training template completed for all personnel, training needs identified, process development begun, recordkeeping and recall system being developed.
4	Management commitment and leadership flowing down to workers, metric systems being developed, incentive/recognition system in process.	All processes being established, involvement and awareness enhancement growing.	At least five subelements initiated including self-assessment, hazard reporting, mishap close call investigations.	Rules in process, emergency preparedness program being developed.	Training development in process, specialized training established. Mandatory training in process.
3	Generally good management commitment and leadership, implementation plans approved for all elements	All process needs identified, awareness and involvement enhancement activities begun.	Job Hazard analysis established, investigations strengthened and include employees.	Medical program initiated, safety and health program initiated.	Training needs evaluation complete, training templates in process, recordkeeping and recall system needs to be established.
2	Management exhibits some aspects of leadership, accountability systems not well defined, employee participation framework defined, limited metrics.	Committees established, little activity, employee involvement beginning, awareness of process started.	Plans established to implement all subelements, at least two subelements beginning to function.	Personal protective equipment requirements established and being enforced, plans developed for other elements.	Training needs evaluation begun, training template forms developed.
1	Subelements have not been established to any significant extent, management leadership is lacking, little or no employee participation	No committees, little or no employee involvement, no process, little process planning.	Two or fewer subelements established, no self-inspection, shallow accident investigation process.	Few or no programs or subelements established, few written rules, limited enforcement.	Training needs not established, no management training, limited or no supervisor training.

ATTACHMENT 2
SAFETY PERFORMANCE SELF-EVALUATION

Contractors shall conduct a quarterly self-evaluation based on the applicable elements and sub-elements of the MSFC safety program as listed below. Specific criteria are shown on ATTACHMENT 1 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Element 1 has a management and employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point. The score for each element should be shown below along with explanatory comments for each element.

Element 1
Management Commitment and Employee Involvement
 Documented Safety Policy and Goals
 Safety Committees
 Safety Meetings
 Subcontractor Safety
 Resources
 Access to Professional Staff
 Annual Evaluation

Element 3
Hazard Prevention and Control
 Hazard Identification Process
 Facility Equipment Maintenance
 Emergency Program and Drills
 Emergency Medical Care Program
 Personal Protective Equipment
 Health Program

Element 2
System and Worksite Hazard Analysis
 Complete and Update Baseline Surveys
 Perform Analysis of New Work
 Job Hazard Analysis/Process Review
 Self-Inspections
 Employee Hazard Reporting
 Mishap/Close Call Investigation
 Injury/Illness Rates

Element 4
Safety and Health Training
 Employee
 Supervisor
 Manager

Contractor: _____ Contract # _____ Date of Evaluation Period _____

Signature of Authorized Contract Representative: _____

Element 1:
 Management Commitment _____ Employee Involvement _____ Combined Average _____

Comments: _____

Element 2:
 System and Worksite Hazard Analysis _____

Comments: _____

Element 3:
Hazard Prevention and Control _____

Comments: _____

Element 4:
Safety and Health Training _____

Comments: _____

Total Score _____

Comments/ Validation By:

Comments: _____

Contracting Officer

Comments: _____

COTR

Comments: _____

Representative/S&MA Office

SECTION I

CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (JUN 1988)

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.

(End of clause)

NOTICE: The following clauses are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>Clause No.</u>	<u>Title</u>
52.202-1	Definitions (Dec 2001)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 1995)
52.203-7	Anti-Kickback Procedures (July 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2003)
52.204-1	Approval of Contract (Dec 1989) [Insert "MSFC Procurement Officer"]
52.204-2	Security Requirements (Aug 1996)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
52.204-7	Central Contractor Registration (Oct 2003)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
52.211-15	Defense Priority and Allocation Requirements (Sep 1990)
52.215-2	Audit - Negotiation (Jun 1999)
52.215-8	Order of Precedence- Uniform Contract Format (Oct 1997)
52.215-9	Changes or Additions to Make-or-Buy Program (Oct 1997)

<u>Clause No.</u>	<u>Title</u>
52.215-14	Integrity of Unit Prices (Oct 1997)
52.215-15	Pension Adjustments and Asset Reversions (Dec 1998)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications (Oct 1997)
52.216-7	Allowable Cost and Payment (Feb 2002)
52.216-18	Ordering (Oct 1995) [Insert "effective date of the contract" and "expiration date of the contract"]
52.216-19	Order Limitations (Oct 1995) [Insert "\$100" in (a), "TBD" in (a) and (b), and "TBD" in (c)]
52.216-21	Requirements (Oct 1995) [Insert "expiration date of the contract"]
52.217-9	Option to Extend the Term of the Contract (Mar 2000) [Insert "the period of performance of this contract" and "60 " in paragraph (a) and "5 years" in paragraph (c)]
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (Oct 2000)
52.219-9	Small Business Subcontracting Plan (Jan 2002)
52.219-16	Liquidated Damages -- Subcontracting Plan (Jan 1999)
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003) [Insert "10%" in paragraph (b)(1)]
52.219-24	Small Disadvantaged Business Participation Program- Targets (Oct 2000)
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Oct 1999)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-2	Payment for Overtime Premiums (Jul 1990) [Insert "See Section B" in paragraph (a)]
52.222-3	Convict Labor (Jun 2003)
52.222-4	Contract Work Hours and Safety Standards -- Overtime Compensation (Sep 2000)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Apr 2002)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)

<u>Clause No.</u>	<u>Title</u>
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era , and Other Eligible Veterans (Dec 2001)
52.222-38	Compliance with Veterans' Employment Reporting Requirements (Dec 2001)
52.222-41	Service Contract Act of 1965, As Amended (May 1989)
52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)
52.223-6	Drug-Free Workplace (May 2001)
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) [Insert "PS31-J/Contracting Officer"]
52.223-10	Waste Reduction Program (Aug 2000)
52.223-14	Toxic Chemical Release Reporting (Aug 2003)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.225-1	Buy American Act- Supplies (Jun 2003)
52.225-13	Restrictions on Certain Foreign Purchases (Oct 2003)
52.227-1	Authorization and Consent (Jul 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
52.227-14	Rights in Data -- General (Jun 1987) -- As Modified by NASA FAR Supplement 1852.227-14
52.227-16	Additional Data Requirements (Jun 1987)
52.228-7	Insurance - Liability to Third Persons (Mar 1996)
52.230-2	Cost Accounting Standards (Apr 1998)
52.230-6	Administration of Cost Accounting Standards (Nov 1999)
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-17	Interest (Jun 1996)
52.232-18	Availability of Funds (Apr 1984)
52.232-22	Limitation of Funds (Apr 1984)
52.232-23	Assignment of Claims (Jan 1986)
52.232-25	Prompt Payment (Oct 2003)
52.232-34	Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999)
52.233-1	Disputes (Jul 2002) -- Alternate I (Dec 1991)
52.233-3	Protest After Award (Aug 1996) -- Alternate I (Jun 1985)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.237-3	Continuity of Services (Jan 1991)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.242-3	Penalties for Unallowable Costs (May 2001)

<u>Clause No.</u>	<u>Title</u>
52.242-4	Certification of Final Indirect Cost (Jan 1997)
52.242-10	F.o.b Origin- Government Bills of Lading or Prepaid Postage (Apr 1984)
52.242-13	Bankruptcy (Jul 1995)
52.243-2	Changes -- Cost-Reimbursement (Aug 1987) -- Alternate II (Apr 1984)
52.244-2	Subcontracts (Aug 1998) -- Alternate I (Aug 1998) [Insert "See Clause H.8" in (e) and "N/A" in (k)]
52.244-5	Competition in Subcontracting (Dec 1996)
52.245-5	Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) (Jun 2003) DEVIATION (Jul 1995)
52.246-25	Limitation of Liability - Services (Feb 1997)
52.247-1	Commercial Bill of Lading Notations (Apr 1984)
52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit (Jun 1997)
52.249-6	Termination (Cost-Reimbursement) (Sep 1996)
52.249-14	Excusable Delays (Apr 1984)
52.251-1	Government Supply Sources (Apr 1984)
52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)
52.252-6	Authorized Deviations in Clauses (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)

B. NASA/FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>Clause No.</u>	<u>Title</u>
1852.204-75	Security Classification Requirements (Sep 1989) [Insert "Top Secret" and "J-11"]
1852.204-76	Security Requirements for Unclassified Information Technology Resources (Jul 2002) [Insert "45" in paragraph (c)]
1852.215-84	Ombudsman (Jun 2000) [Insert "Axel Roth, DE01, George C. Marshall Space Flight Center, MSFC, AL 35812, telephone (256) 544-0451, fax (256) 544-7920, email Axel.Roth-1@nasa.gov"]
1852.216-89	Assignment and Release Forms (Jul 1997)
1852.219-74	Use of Rural Area Small Businesses (Sep 1990)
1852.219-75	Small Business Subcontracting Reporting (May 1999)
1852.219-76	NASA 8 Percent Goal (Jul 1997)
1852.219-77	NASA Mentor-Protégé' Program (May 1999)
1852.223-70	Safety and Health (Apr 2002)

<u>Clause No.</u>	<u>Title</u>
1852.223-71	Frequency Authorization (Dec 1988)
1852.223-76	Federal Automotive Statistical Tool Reporting (Jul 2003)
1852.227-86	Commercial Computer Software - Licensing (Dec 1987)
1852.227-87	Transfer of Technical Data Under Space Station International Agreements (Apr 1989)
1852.228-75	Minimum Insurance Coverage (Oct 1988)
1852.237-70	Emergency Evacuation Procedures (Dec 1988)
1852.243-71	Shared Savings (Mar 1997)
1852.245-70	Contractor Requests for Government-Owned Equipment (Jul 1997)

(End of clause)

I.2 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (MSFC-52.252-91) (AUG 1988)

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

(End of clause)

I.3 FULL TEXT CLAUSES (MSFC -- 52.252-90) (AUG 1988)

The following clauses are attached hereto in full text:

<u>Clause No.</u>	<u>Title</u>
52.222-47	Service Contract Act (SCA) Minimum Wages and Fringe Benefits (May 1989)

(End of clause)

52.222-47 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND
FRINGE BENEFITS (MAY 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor, Computer Sciences Corporation and the Communications Workers of America AFL-CIO (union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

(End of clause)

[END OF SECTION]

ATTACHMENT J
LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>DOCUMENT</u>	<u>PAGES</u>
ATTACHMENT J-1	Performance Work Statement	J-1-1 – J-1-89
ATTACHMENT J-2	Data Procurement Document	J-2-1 – J-2-45
ATTACHMENT J-3	Wage Determinations	J-3-1– J-3-162
ATTACHMENT J-4	Performance Measurement Standards	J-4-1 – J-4-83
ATTACHMENT J-5	UNITeS CPAF Evaluation Plan	J-5-1 – J-5-25
ATTACHMENT J-6	Make or Buy Plan	J-6-1
ATTACHMENT J-7	Small Business Subcontracting Plan	J-7-1
ATTACHMENT J-8	Government-Furnished Property	J-8-1
ATTACHMENT J-9	Installation-Provided Property And Services	J-9-1 – J-9-2
ATTACHMENT J-10	Applicable Regulations and Procedures	J-10-1 – J-10-19
ATTACHMENT J-11	DoD Security Classification Specification (DD Form 254)	J-11-1 – J-11-2
ATTACHMENT J-12	Safety and Health Plan	J-12-1
ATTACHMENT J-13	Acronyms and Abbreviations	J-13-1- J-13-18
ATTACHMENT J-14	Requirements Labor Rates	J-14-1– J-14-5

ATTACHMENT J-1
PERFORMANCE WORK STATEMENT

UNIFIED NASA INFORMATION TECHNOLOGY SERVICES
(UNITeS)

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