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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 12	PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 003		3. EFFECTIVE DATE March 17, 2004		4. REQUISITION/PURCHASE REQ. NO. 4200054938	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		7. ADMINISTERED BY (If other than Item 6) Jeffrey S. Jackson (256) 544-8935 Phone (256) 544-3223 Fax		5. PROJECT NO. (If applicable) PS31-J	
8. 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, CA 92121 c/o 6725 Odyssey Drive, Huntsville, AL 35806			(<input checked="" type="checkbox"/>)	9A. AMENDMENT OF SOLICITATION NO.	
CODE CAGE 0T5L1 FACILITY CODE			X	9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA02C	
				10B. DATED (SEE ITEM 13) 1/1/04	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
PR 4200054938- SAP PLI's 1, 2, and 3

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(<input checked="" type="checkbox"/>)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), the Limitation of Funds clause, and Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated	Shared	Award Fee	Potential	Contract	Total Sum
	Estimated Cost	Savings Fee	Earned	Award Fee	Value	Allotted
Prev. Base Total	\$453,539,654	\$0	\$0	\$27,212,382	\$480,752,036	\$5,241,615
This Modification	\$0	\$0	\$0	\$0	\$0	\$6,000,000
Rev. Base Total	\$453,539,654	\$0	\$0	\$27,212,382	\$480,752,036	\$11,241,615

SEE PAGE 2 FOR DESCRIPTION OF AMENDMENT/MODIFICATION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) Kelly J. Parson, Senior Contract Representative		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey S. Jackson, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
/s/ Kelly J. Parson (Signature of person authorized to sign)	March 17, 2004	BY /s/ Jeffrey S. Jackson (Signature of Contracting Officer)	March 17, 2004

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
(continued)

The purpose of this modification is to make minor administrative changes to the contract based on current requirements known after contractor execution of the Model Contract. Changes to clauses are those that were in effect prior to the contract effective date of January 1, 2004. In addition, an amount of \$6,000,000 in funding is provided in order to extend contract coverage through April 16, 2004. Accordingly, NNM04AA02C is modified as follows:

- A. Clause B.2, ESTIMATED COST AND AWARD FEE, paragraph (a), is revised to delete the proposed cost and potential award fee associated with Option Years 1 and 2. Paragraph (a) will therefore be utilized to provide a current contract value throughout the life of the contract.
- B. Clause B.6, CONTRACT FUNDING, is revised to reflect the provision of \$6,000,000 in funding in order to extend contract coverage through April 16, 2004. Of this amount, a total of \$500,999 is allocated to Potential Award Fee to cover fee invoicing for the month of April. This amount equates to 60% of the balance of Potential Award Fee for the first 6-month award fee period (\$275,495 for 1/1/04-3/30/04 and \$2,530,300 for 3/31/04-6/30/04), further divided by one-third to cover only the month of April. The remaining balance of the \$6,000,000 allotment (\$5,499,001) is allocated to Estimated Cost.
- C. Clause F.6, BILLS OF LADING, is revised to reference the NFS clause number (1852.247-73) and date (Jun 2002) of the clause. No changes to content are required as a result of this revision.
- D. Clause G.7, FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73)(AUG 2001)(DEVIATION), is deleted in its entirety and replaced with the October 2003 version of the clause in accordance with Procurement Notice 97-89.
- E. Clause G.10, LIST OF GOVERNMENT-FURNISHED PROPERTY (1852.245-76)(OCT 1988), is inserted in Section G in order to provide reference to the list of Government-Furnished Property provided at Attachment J-8. This will require the subsequent renumbering of remaining Section G clauses. No other changes, however, are made to these clauses.
- F. Clause H.11, APPLICABILITY OF SECTION CLAUSES TO SUBCONTRACTS, is revised to reflect the renumbering of the clause entitled LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (1852.245-77)(JUL 1997) from G.10 to G.11. In addition,

certain clauses are deleted that are not required for flowdown to the subcontractors.

- G. Clause H.12, SAFETY PERFORMANCE EVALUATION, is revised in order to reformat pages for proper headings and alignment. The content of this clause does not change.
- H. Clause 52.215-11, Price Reduction for Defective Cost and Pricing Data-Modifications (Oct 1997) is added to Section I in order to account for future contract modifications in excess of the applicable threshold.
- I. Clause 52.215-13, Subcontractor Cost or Pricing Data- Modifications (Oct 1997), is added to Section I in order to account for future contract modifications in excess of the applicable threshold.
- J. Clause 52.215-15, Pension Adjustments and Asset Reversions, is revised to reflect the correct date of January 2004 in lieu of Dec 1998.
- K. Clause 52.216-7, Allowable Cost and Payment, is revised to reflect the correct date of Dec 2002 in lieu of Feb 2002.
- L. Provision 52.219-24, Small Disadvantaged Business Participation Program- Targets (Oct 2002), is deleted.
- M. Clause 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000), is deleted based on its lack of necessity in accordance with FAR 23.406 (b).
- N. Clause 52.225-13, Restrictions on Certain Foreign Purchases, is revised to reflect the correct date of Dec 2003 in lieu of Oct 2003.
- O. Clause 52.232-25, Prompt Payment (Oct 2003), is revised to reflect Alternate I (Feb 2002) in accordance with FAR 32.908(c)(3).
- P. Section I, CONTRACT CLAUSES, Part B, is revised to reflect the following: (A) NASA FAR Supplement Clause 1852.215-84, Ombudsman, is revised to reflect the correct date of Oct 2003 in lieu of Jun 2000; (B) NFS 1852.219-79, Mentor Requirements and Evaluation, is incorporated based on SAIC's participation in the Mentor Protégé' program, should Morgan Research be approved.
- Q. ATTACHMENT J-1, PERFORMANCE WORK STATEMENT, Section 5.4.1, Telephone Service, paragraph (f), is hereby revised as follows with addition italicized and bolded:

"5.4.1 Telephone Service

- f. Provide pager services, cellular telephones and wireless ***communications services*** for authorized personnel."

It is mutually agreed that any costs associated with this revision are considered to be within the amount previously negotiated and will not require an adjustment to the contract value.

- R. ATTACHMENT J-2, DATA PROCUREMENT DOCUMENT, is revised to reflect the contractor name on the front of the attachment and to revise the submittal date for 974MA-009, Export Control Plan, from January 12, 2004, to March 1, 2004. Also changed is the submittal date for 974RM-001, Operability/Maintainability Plan, from January 14, 2004, to April 13, 2004. Finally, the submittal date for 974MA-003, Major Information Systems Portfolio, is changed from March 30, 2004 to August 1, 2004. As the additional time will allow enhanced quality of the deliverables for the Government, no consideration from the Contractor for the revisions is deemed necessary.
- S. ATTACHMENT J-2, DATA PROCUREMENT DOCUMENT, DRD No. 974MA-006, Reports, Attachment 1, is revised to incorporate quarterly submission of a Personnel Activity Report and a Security Incidents/ Traffic Citations Report. Both will be Type 3 documents. Format for these documents may be obtained from the Contracting Officer.
- T. ATTACHMENT J-4, PERFORMANCE MEASUREMENT STANDARDS, is revised to reflect that the Technical Monitors will recommend changes to the UNITEs performance metrics rather than establish metrics. Such action would be accomplished by bilateral contract modification and executed by the Contracting Officer.
- U. ATTACHMENT J-5, UNITEs CPAF EVALUATION PLAN, is hereby deleted in its entirety and replaced.
- V. ATTACHMENT J-6, MAKE OR BUY PLAN, is hereby incorporated into the contract in full text rather than by reference.
- W. ATTACHMENT J-7, SMALL BUSINESS SUBCONTRACTING PLAN, is hereby incorporated in full text rather than by reference. This plan was previously approved with the understanding that information required by FAR clause 52.219-9 would be provided in a revision for subsequent incorporation by contract modification.
- X. ATTACHMENT J-12, SAFETY AND HEALTH PLAN, is hereby incorporated into the contract in full text rather than by reference based on the Contractor's updated submittal in accordance with FAR requirements.

Y. The modification(s) made above are reflected in total on the change page(s) enclosed herewith. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, NNM04AA02C. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted

B-2
B-7
F-2
G-7 through G-15
H-7 through H-12
I-1 through I-4
J-1-66
J-2-1
J-2-3
J-2-19
J-2-28
J-2-35
J-2-38
J-4-6
J-5-1 – J-5-24
J-6-1
J-7-1
J-12-1

Page(s) Added

B-2
B-7
F-2
G-7 through G-15
H-7 through H-12
I-1 through I-4
J-1-66
J-2-1
J-2-3
J-2-19
J-2-28
J-2-35
J-2-38
J-4-6
J-5-1 through J-5-8
J-6-1 – J-6-6
J-7-1 through J-7-23
J-12-1 – J-12-35

Z. Except as provided for herein, there are no other changes to NNM04AA02C.

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				
Option Year 1	7/1/07 - 12/31/07				
Option Year 2	1/1/08-6/30/08				
Option Year 2	7/1/08 - 12/31/08				
	TOTAL	\$453,539,654			\$27,212,382

(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

9. The SAIC Team shall make its SAS and NMS DoD-certified Level 2 courses in its training facility in Huntsville available to MSFC IT security personnel at no cost to NASA. The facility, equipment, and instructors shall be available to MSFC IT security personnel four weeks after contract award.

(End of clause)

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

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

Period	Amount
(b)(4)	

(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 \$10,575,319. This allotment is for performance in all areas and covers the following estimated period of performance: contract award through April 16, 2004.

(b) An additional amount of \$666,296 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	\$5,076,318	\$5,499,001	\$10,575,319
Shared Savings Fee	\$0	\$0	\$0
Provisional Award Fee (Funded at 60%)	\$165,297	\$500,999	\$666,296
Award Fee Earned	\$0	\$0	\$0
Total Sum Allotted	\$5,241,615	\$6,000,000	\$11,241,615

(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 (1852.247-73) (JUN 2002)

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

G.7 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (OCT 2003)

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

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

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

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: [Insert name and address of appropriate NASA Center office.], unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

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

cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

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

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

(End of clause)

G.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

(d) 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.

(e) 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

(f) 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 GOVERNMENT-FURNISHED PROPERTY (1852.245-76) (OCTOBER 1988)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment J-8 of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at (See clause F.3) and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government property clause of this contract, the Contractor is accountable for the identified property.

(End of clause)

G.11 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.12 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-07	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]

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 FAR clauses shall also be included in any subcontract as deemed appropriate.

- 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
- 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.11 List of Installation-Provided Property and
Services
- H.1 Restrictions on Printing and Duplicating
Observance of Legal Holidays
- H.2 Asbestos Material
- H.4 Labor Provisions
- H.5 National Labor Relations Act
- H.6 Reserve Gate Procedures/ One-Gate Plan
- H.9 Excluded Functions and Responsibility
- H.10 Hazardous Material Reporting
- I.1 Option to Extend the Term of the Contract
Emergency Evacuation Procedures
Small Business Subcontracting Reporting
Safety and Health
Frequency Authorization
Security Requirements for Unclassified Information
Technology Resources
Use of Rural Area Small Businesses

(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 style="text-align: center;"><u>And</u></p> <p>≤ 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 style="text-align: center;"><u>And</u></p> <p>< the applicable SIC rate</p> <p>Exception: Contractors with less than 100 employees located onsite MSFC shall have <u>no more than one</u> lost time injury during the past year.</p>	<p style="text-align: center;"><u>Or</u></p> <p>> 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.

**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

- **Level III-Quarterly rating score of ≤ 16 or a Lost Time Incident Rate (LTIR) $>$ the Standard Industrial Classification (SIC) rate.**

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

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

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

No recognition.

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

4. CONTRACTOR ACCOUNTABILITY FOR MISHAPS

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

5. EVALUATION PROCESS

The evaluation process will be based on the major elements and their 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.

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)
52.215-11	Price Reduction for Defective Cost and Pricing Data-Modifications (Oct 1997)
52.215-13	Subcontractor Cost and Pricing Data-Modifications (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 (Jan 2004)
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 (Dec 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)]
52.219-25	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)
52.223-10	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 (Dec 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)- Alt I (Feb 2002)
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 (Oct 2003) [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)
1852.219-79	Mentor Requirements and Evaluation (Mar 1999)
1852.223-70	Safety and Health (Apr 2002)

- b. Provide telephones and associated features such as call forwarding, conferencing, call pickup, transfer, voice mail, and other features.
- c. Install, relocate, configure, and maintain the telephone instruments and other end-service equipment and capabilities.
- d. Install, configure, and maintain small conferencing units for the office environment.
- e. Provide overhead paging service capable of broadcasting voice messages in specified areas.
- f. Provide pager services, cellular telephones and wireless *communication services* for authorized personnel.
- g. Operate and maintain the voice over Internet Protocol (IP).
- h. Provide specification of requirements, design, implementation, procurement, and operations of local telephone service, including dial-tone, inbound/outbound trunking, fiber to near-site locations, and access to 911.
- i. Provide specification of requirements, design and interface to long distance switched voice and data services, provided by FTS2001.
- j. At MSFC only, provide operator assistance for placing international calls, directory assistance, and other operator-required functions.
- k. At MSFC only, compile and prepare the MSFC Telephone Directory (DRD 974MA-007).
- l. Provide and maintain telephone service for fire rescue locations as designated by the MSFC Safety Office. Fire rescue locations are designated in multi-story buildings to assist the handicapped with evacuation in case of a fire.
- m. Provide, test, and maintain power fail telephones. Power fail telephone circuits do not connect to or go through the MSFC telephone system. The power fail telephones shall operate in the event the MSFC telephone system loses power or becomes inoperable.

5.4.2 Facsimile Service

The contractor shall provide facsimile services that include MSFC and MAF facsimile. These services include maintenance of existing capabilities, development or acquisition, and implementation of enhancements. In providing this service, the contractor shall:

- a. Maintain the existing facsimile machines and services.
- b. Procure, install and maintain facsimile hardware and services including those appropriate for the transmission of Government classified documents.
- c. Procure, install and maintain facsimile hardware and software to integrate this service with MSFC electronic mail services.

DATA PROCUREMENT DOC.
NO. 974
ISSUE
Basic

NNM04AA02C

CONTRACT/RFP

EXHIBIT NUMBER

J-2

ATTACHMENT NUMBER

Unified NASA Information Technology Services (UNITeS)

PROJECT/SYSTEM

DATA PROCUREMENT DOCUMENT

Science Applications International Corporation

January 1, 2004

DATE

National Aeronautics and
Space Administration

National Aeronautics and Space Administration			DATA PROCUREMENT DOC.		
PAGE REVISION LOG			NO.	ISSUE	
			974	Basic	
NOTE: The current revision is denoted by a vertical line in the outer margin adjacent to the affected text.			AS OF:	PAGE:	
			01-01-04		
INSERT LATEST REVISED PAGES.			DISCARD SUPERSEDED PAGES.		
ITEM	PAGE	STATUS	ITEM	PAGE	STATUS
Mod 3	J-2-1				
Mod. 3	J-2-3				
Mod. 3	J-2-19				
Mod. 3	J-2-28				
Mod. 3	J-2-35				
Mod. 3	J-2-38				

DATA REQUIREMENTS DESCRIPTION (DRD)

1. DPD NO.: 974 ISSUE: Basic
2. DRD NO.: **974MA-003**
3. DATA TYPE: 2
4. DATE REVISED:
5. PAGE: 1/1
6. TITLE: Major Information Systems Portfolio
7. DESCRIPTION/USE: To provide information on the Agency's Information Technology (IT) resources.
8. OPR: AD30 9. DM: AD30
10. DISTRIBUTION: Per Contracting Officer's letter
11. INITIAL SUBMISSION: August 1, 2004
12. SUBMISSION FREQUENCY: Quarterly
13. REMARKS:
14. INTERRELATIONSHIP: PWS paragraph 2.2.h
15. DATA PREPARATION INFORMATION:
 - 15.1 **SCOPE:** The Major Information Systems Portfolio monitors IT investments and prevents redundancy of existing or shared IT capabilities.
 - 15.2 **APPLICABLE DOCUMENTS:** None
 - 15.3 **CONTENTS:** The Major Information Systems Portfolio shall provide information demonstrating the impact of alternative IT investment strategies and funding levels, identify opportunities for sharing resources, and provide the Agency's inventory of information resources.
 - 15.4 **FORMAT:** Contractor format is acceptable.
 - 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

Attachment 1

Report/Information	PWS paragraph	Frequency	Data Type	Format	Content
Maintenance Daily Log	3.9.4.b, 5.10.4.b	Maintain current	3	Online	Log of all maintenance and repair activities
Monthly Maintenance Reports	3.9.4.c, 5.10.4.c	Monthly	3	Online	Information on outages (e.g., component involved, period of downtime, corrective actions). To assist the Government in assessing credits due to the Government.
IFMP Integration Project Workplan/Schedule	4.2.1.1, 4.2.2.2	Monthly	3	Online	
IFMP Module Project Service Level Agreement (SLA) Metric Report(s)	4.3.5.1	Monthly	3	Online	Monthly reporting of IFMP Competency Center performance against SLA performance requirements
Applications and Web Services Reports	5.1, Attachment J-4-(F)	Quarterly	3	Online	Trouble ticket score with supporting data [ref. Attachment J-4-(F)]
Help Desk Status Reports	5.9.1.f	Monthly	3	Online	
Personnel Activity Report	N/A	Quarterly	3	Online, Hardcopy to CO	Personnel levels, attrition rates, relocation, training expenses, etc
Building Incident/Traffic Citations Report	N/A	Quarterly	3	Online, Hardcopy to CO	Unsecured doors, speeding/parking tickets, etc.

(Mod. 3)

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 974 **ISSUE:** Basic
2. **DRD NO.:** 974MA-009
3. **DATA TYPE:** 2/3*
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** Export Control Plan and Reports
7. **DESCRIPTION/USE:** To provide the contractor's plan for complying with export control requirements and reports of export control activities.
8. **OPR:** AD30 9. **DM:** AD30
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** March 1, 2004
12. **SUBMISSION FREQUENCY:** Update Plan as required. Submit report monthly.
13. **REMARKS:** *The plan is Data Type 2. The reports are Data Type 3.
14. **INTERRELATIONSHIP:** PWS paragraphs 2.1.e, 2.7.6
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Export Control Plan shall provide export control processes and procedures and the report shall detail export control activities.
- 15.2 **APPLICABLE DOCUMENTS:**

NASA FAR 1852.225-70	<i>Export Licenses</i>
NPD 2190.1	<i>NASA Export Control Program</i>
MPD 2190.1	<i>MSFC Export Control Program</i>
MPG 2190.1	<i>MSFC Export Control Program</i>
- 15.3 **CONTENTS:**
 - a. The plan shall detail the contractor's plan for meeting the export control requirements of the Export Administration Regulations (EAR), the International Traffic and Arms (ITAR), NASA FAR Supplement 1852.225-70, NPD 2190.1, MPD 2190.1 and MPG 2190.1. The plan shall provide an approach that is functionally able to address the elements of export control, including software release; foreign visitors/workers; scientific and technical information release; hardware; shipments; internet and web page information; and US Postal services, facsimile, and electronic mail information exchange. The plan shall also provide an approach which is functionally able to address any issues and incidents related to MSFC and Agency support systems and training of all personnel on export control processes and procedures.
 - b. The report shall detail all export control activities for the month reported. The data for the report shall be retrieved from the contractor's online database of export control activities.
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 974 **ISSUE:** Basic
2. **DRD NO.:** **974RM-001**
3. **DATA TYPE:** 1
4. **DATE REVISED:**
5. **PAGE:** 1/2
6. **TITLE:** Operability/Maintainability Plan
7. **DESCRIPTION/USE:** To provide the Contractor and the Government a baseline document for Operability/Maintainability.
8. **OPR:** AD30 9. **DM:** AD30
10. **DISTRIBUTION:** Per Contracting Officer's letter.
11. **INITIAL SUBMISSION:** April 13, 2004
12. **SUBMISSION FREQUENCY:** One time and revisions to reflect significant changes.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraphs 3.9.4, 3.9.4.a, 3.9.4.1, 3.9.4.1.a(1), 3.9.4.2.c, 3.9.4.2.d, 5.3.a, 5.3.b, 5.10.4, 5.10.4.a, 5.10.4.1, 5.10.4.1.a(1), 5.10.4.2.c, 5.10.4.2.d; Appendix A
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** This plan shall define all system operability and maintainability activities appropriate for providing the services and performing the functions set forth in the PWS.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The plan shall address for each system the applicable availability parameters, methodology for establishment of the parameters, identification and analysis of the risks associated with the parameters, and detailed approaches for performing within the defined parameters. The plan shall include:
 - a. **Availability Parameters:**
 1. Overall percentage of system availability.
 2. Preventive Maintenance:
 - (a) Schedule for performing.
 - (b) Downtime required.
 - (c) Meantime between failures.
 - (d) Define Principle Periods of Maintenance (PPM) for each system.
 3. Remedial Maintenance:
 - (a) Response time.
 - (b) Meantime to repair.
 - (c) Operational procedures to ensure system continues to operate while any failed component is being replaced.
 4. Methodology used to establish parameters.
 - b. **Identification and Analysis of Risks:**
 1. Failure modes and effects.
 2. Impact of nonavailability.
 3. Trade-offs.

- Provide the contractor with the technical data and information as required by the contract.
- Monitor contractor compliance with the defined PWS or specification included in the contract.
- Conduct performance evaluations and compile and report this data to the NASA performance evaluation board to be used in conjunction with the award fee evaluation process for the other PWS elements.
- Establish and manage overall NASA Technical Monitor (TM) support of the above activities. This will include appointment of a TM for each PWS sub-section. The COTR may appoint a TM as monitor for more than one PWS sub-section. The COTR will also ensure that the data required for quarterly and semi-annual performance measurement is provided by each TM in a timely manner.

Technical Monitor (TM): The TM's are responsible to the COTR and support the COTR for technical insight of a specific work area of the PWS and assist in the review of budgetary requirements for that work area. The TM provides technical direction only through the COTR.

Specific TM authorities applicable to performance surveillance are:

- Monitor contract performance for each PWS sub-section of assigned responsibility and immediately report all problems related to it to the COTR. Keep the COTR informed, both orally and in writing, of the status of the contract and performance to requirements. Periodic reports, as agreed to between the COTR and TM, shall be affected.
- Recommend to the COTR performance metrics that will ensure receipt of the quality and kinds of supplies or services required by the contract.
- Perform on-site surveillance of the contractor's work affected at MSFC or other Centers. Document surveillance activities and provide a copy of the documentation to the COTR. Assure technical proficiency and compliance with the technical provisions of the contract by review and verification of work accomplished by the contractor.
- Assist the COTR in ensuring that the contractor complies with the defined PWS or specifications included in the contract. Assist the CO and COTR in interpreting technical requirements of the contract scope of work specifications. Differences of opinion shall be referred to the CO if necessary.
- Recommend in writing to the COTR any changes desired in scope and/or technical content of the contract with justification for the proposed action.

The TM establishes the insight requirements for a technical work area. In this role, the TM plans and implements the required performance surveillance and audit activities for that work area and provides input into the contractor's performance evaluation. As part of the TM's responsibility in reviewing contractor work, they will also attend contractor managed technical meetings and perform any other function deemed necessary to accurately assess performance. The TM will submit a QUARTERLY/SEMI-ANNUAL PERFORMANCE EVALUATION SUMMARY, ATTACHMENT J-4-(I) for Technical Performance for each PWS sub-section assigned.

ATTACHMENT J-5

UNITeS CPAF EVALUATION PLAN

The purpose of this plan is to provide guidelines and to establish the criteria and methodology for evaluating the contractor's performance against the Performance Work Statement under contract NNM04AA02C. The Government retains the unilateral right to amend the plan on a prospective basis.

UNITeS contract performance will be evaluated utilizing both objective and subjective criteria. ATTACHMENT J-4, Performance Measurement Standards, will be utilized to measure performance for PWS sections 3.0, Agencywide Information Services, and 5.0, MSFC Information Services. However, as indicated below, the objective criteria outlined in ATTACHMENT J-4 will only be utilized to evaluate the contractor's technical performance. Subjective evaluation of the contractor's performance in the areas of Business Decisions Affecting the Contract, and Cost Control, will be in accordance with ATTACHMENT J-5. This CPAF evaluation plan will be utilized to evaluate performance for the areas of Achievement Criterion, Business Decisions Affecting the Contract, and Cost Control for PWS sections 2.0, Program Management, and 4.0, IFMP.

The Potential Award Fee for each evaluation period will be allocated as follows:

PWS Section	Applicable Percentage
2.0 Program Management	40
3.0 Agencywide Information Services	20
4.0 IFMP Integration Services	20
5.0 MSFC Information Services	20

For each PWS section, the Potential Award Fee will be further allocated as follows:

PWS Section	Measurement Areas	Weights
2.0 Program Management	Achievement Criterion	60%
	Business Decisions	15%
	Cost Control	<u>25%</u>
		100%
3.0 Agencywide Information Services	Objective Criterion	60%
	Business Decisions	15%
	Cost Control	<u>25%</u>
		100%

4.0 IFMP		
	Achievement Criterion	60%
	Business Decisions	15%
	Cost Control	<u>25%</u>
		100%
5.0 MSFC Information	Objective Criterion	60%
Services	Business Decisions	15%
	Cost Control	<u>25%</u>
		100%

1. EVALUATION CRITERIA

a. Achievement Criterion

- (1) Program Management
- (2) Quality of Work Performed
- (3) Use of Resources
- (4) Timeliness of Performance
- (5) Customer Satisfaction

b. Business Management

- (1) Business Decisions Affecting the Contract
- (2) Compliance with Contract Clauses

c. Cost Control

- (1) Adjustments to Cost/Funding Constraints and Information and Visibility
- (2) Variance in Negotiated Amounts and Rates

Performance will be evaluated based upon input from the Technical Monitors to the COTR for each PWS subelement to which they have been assigned and this data will be provided to the Performance Evaluation Board (PEB).

2. CPAF ORGANIZATION

The CPAF organization chart is shown in Attachment 2. The following designations apply.

- a. Fee Determination Official (FDO) – Appointed by the MSFC Center Director
- b. Performance Evaluation Board - Appointed by MSFC Center Director
- c. Award Fee Coordinator/ Contracting Officer's Technical Representative - Appointed by Contracting Officer (CO)
- d. Technical Monitor - Designated by Contracting Officer's Technical Representative (COTR)
- e. Cost Control Monitor- Designated by the COTR, if other than the COTR
- f. Business Management Monitor- Designated by the CO, if other than the CO

3. EVALUATION MECHANICS

Adjective ratings and their definitions are shown on Attachment 1, "Definition of Ratings." These adjective ratings are correlated to the Efficiency Rating scale of zero to one hundred on Attachment 5. The PEB/Award Fee Process Flow is presented as Attachment 3. The general evaluation input flow is provided as Attachment 4.

4. EVALUATION FREQUENCY

Fee determination normally will be made at 6-month intervals from the date of contract award.

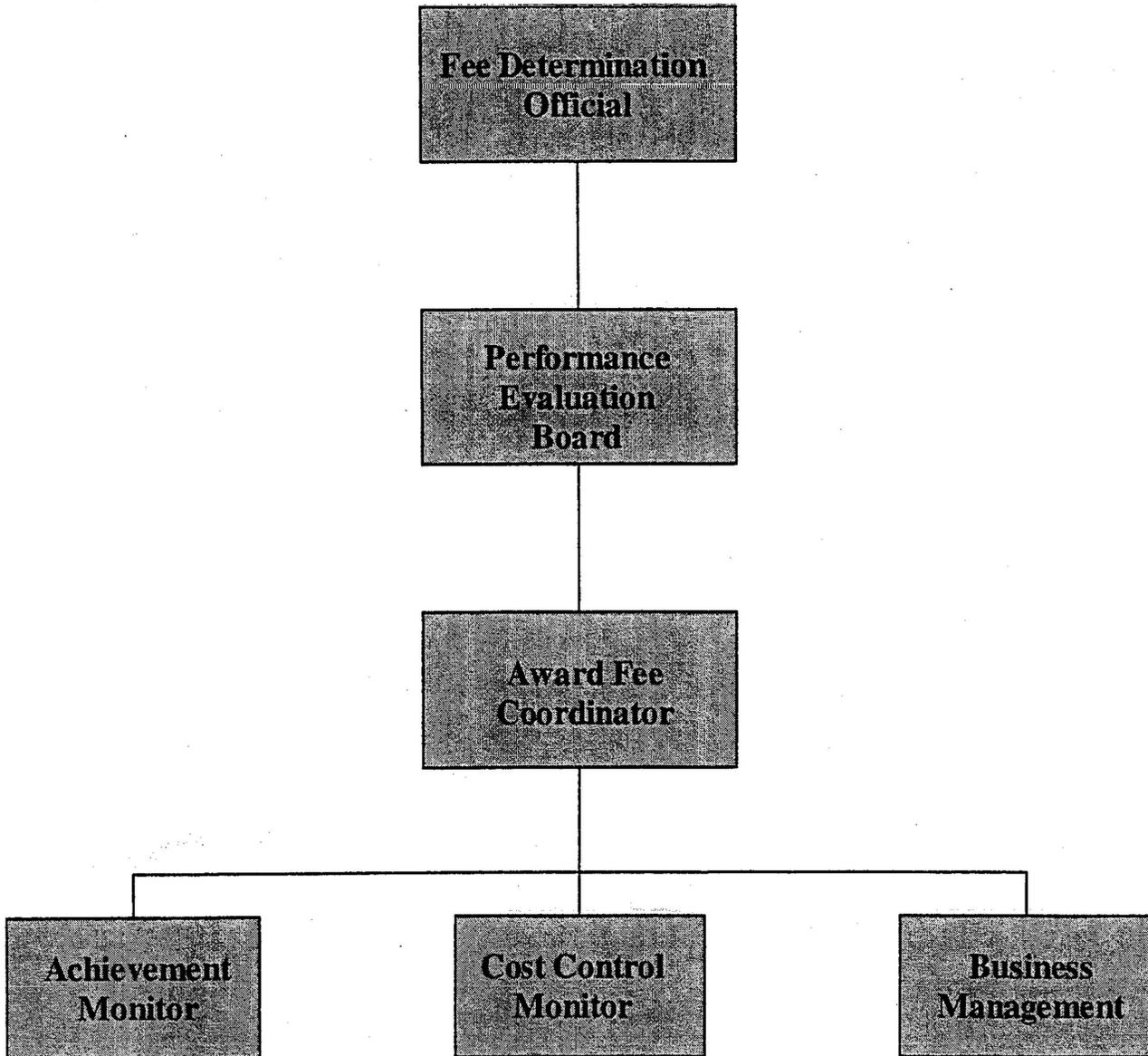
ATTACHMENT 1
DEFINITION OF ADJECTIVE RATINGS

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

ATTACHMENT 2

Office of the CIO Performance Evaluation of Contract NNM04AA02C
(UNITeS)

Organization and Responsibility Flow Chart

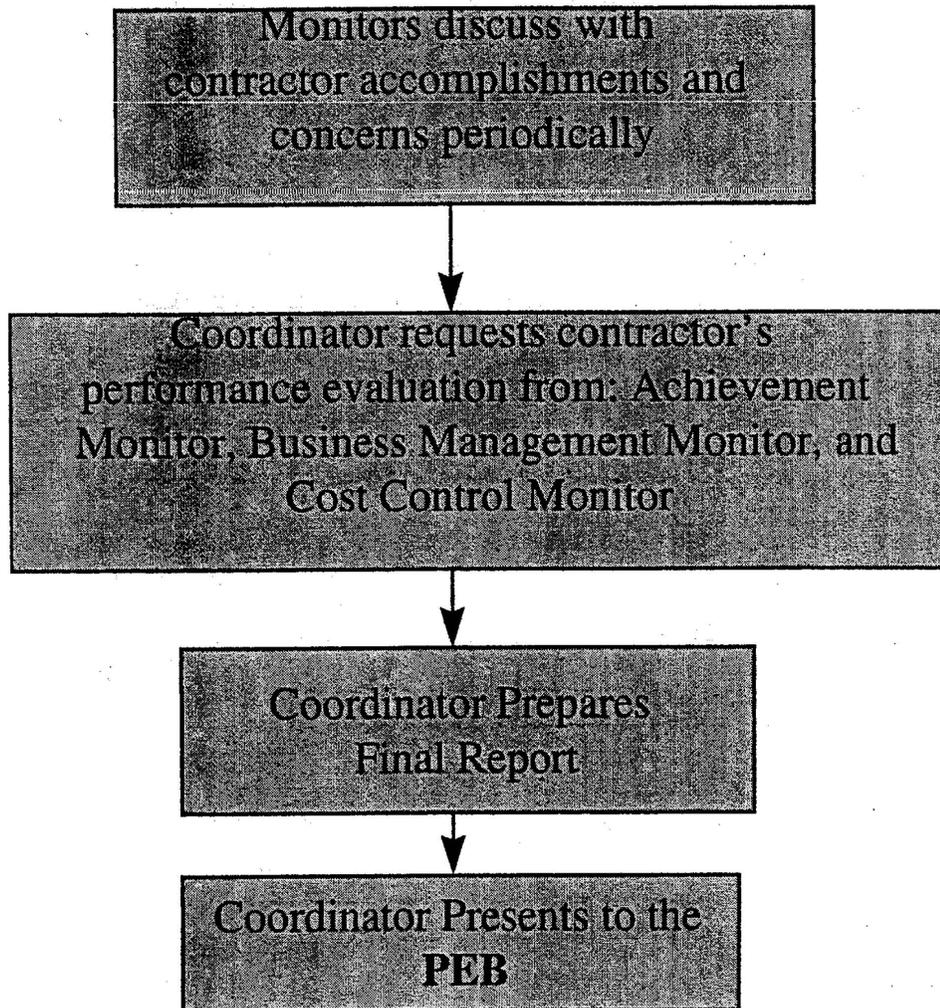


- Program Management
- Quality of Work Performed
- Use of resources
- Timeliness of Performance
- Customer Satisfaction
- Objective Criterion

- Adjustments to Cost/Funding Constraints and Information and Visibility
- Variances in Negotiated
- Cost and Negotiated Rates

- Business Decisions Affecting the Contract
- Compliance with Contract Provisions

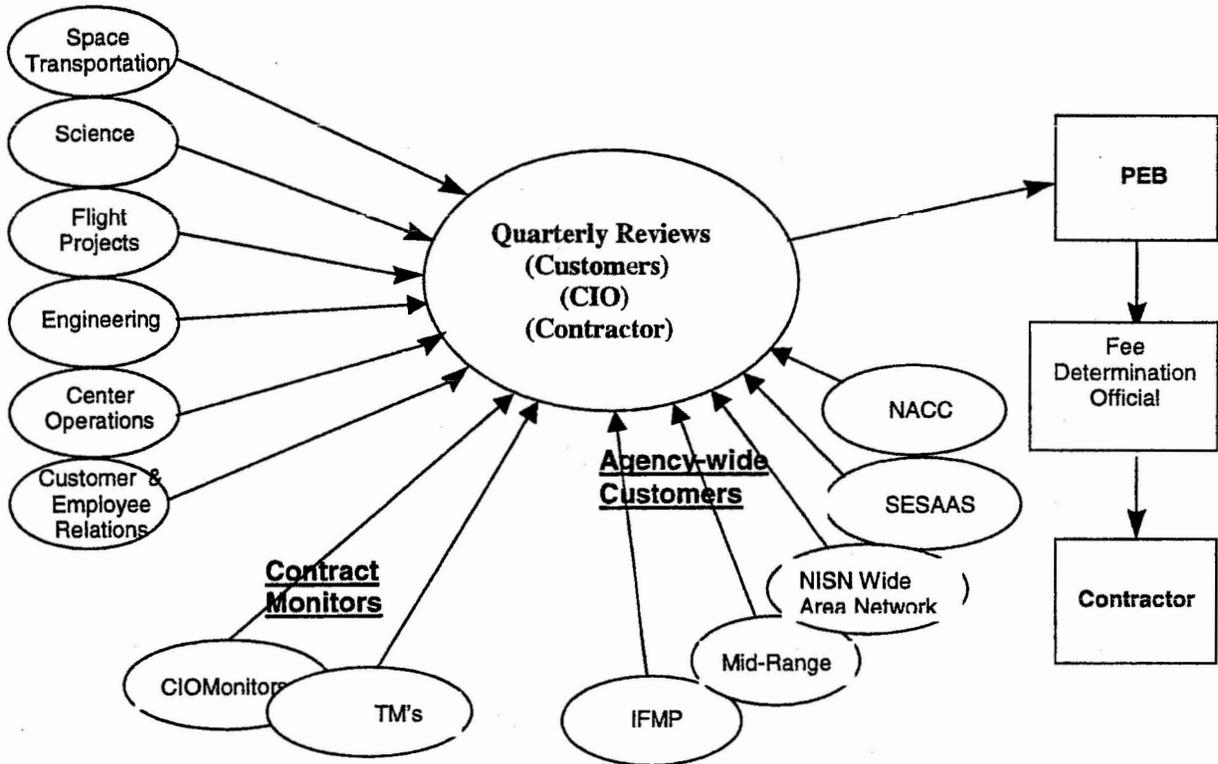
PEB/Award Fee Process Flow



Attachment 3

Reviews

MSFC Customers



Attachment 4

ATTACHMENT 5

AWARD FEE CONVERSION TABLE

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