

NNG09DA02C

Flight Project

Directorate Planning

+ Managing Space

Flight Projects

CONTRACT

10/31/08

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	RATING DO-	PAGE 1 OF PAGES 121
2. CONTRACT NUMBER <b>NNG09DA02C</b>	3. SOLICITATION NUMBER RFP NNG07197688R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NASA GODDARD SPACE FLIGHT CENTER Attn: Donna Broderick, Code 210.4 Greenbelt Road Greenbelt, MD 20771		CODE 210.4	8. ADDRESS OFFER TO (If other than Item 7)  See L.17 PROPOSAL MARKING AND DELIVERY		

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

**SOLICITATION**

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See L.17 until **2:00p.m.** local time **November 20, 2007**.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: <input type="checkbox"/>	A. NAME Donna Broderick	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 301 NUMBER 286 EXT. 8162	C. E-MAIL ADDRESS donna.j.broderick@nasa.gov
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**OFFER (Must be fully completed by offeror)**

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) <input type="checkbox"/>	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS Net%	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	001	10/23/2007	004	11/6/2007
	002	10/26/2007	005	11/8/2007
	003	11/2/2007		

15A. NAME AND ADDRESS OF OFFEROR CODE 49J93 ASRC Research and Technology Solutions, LLC DUNS 615335937 6303 Ivy Lane, Suite 130 Greenbelt, Maryland 20770	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)  Gregg Einfalt, President
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15B. TELEPHONE NUMBER AREA CODE 301 NUMBER 837-5500 EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE <i>Gregg Einfalt</i>	18. OFFER DATE November 20, 2007
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED <i>See Clause C.1</i>	20. AMOUNT <i>See Clause B.2</i>	21. ACCOUNTING AND APPROPRIATION <i>See Page 1a</i>
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(5) <input type="checkbox"/> 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <input type="checkbox"/> <i>G.4</i>
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE <i>See Clause G.4</i>
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26. NAME OF CONTRACTING OFFICER (Type or print) <i>Donna J. Broderick</i>	27. UNITED STATES OF AMERICA <i>Donna J. Broderick</i> (Signature of Contracting Officer)	28. AWARD DATE <i>10/31/08</i>
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**SECTION B OF NNG09DA02C  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**B.1 DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988)**

The Contractor shall provide the services to NASA's Goddard Space Flight Center as described in Section C of this contract and shall provide the following deliverable documentation and reports:

<b>Item</b>	<b>Description</b>	<b>Reference</b>	<b>Schedule</b>
1	SOW Requirements	See Clause C.1, J.1	As required
2	Task Order Deliverables/Reports	See Clause H.10	As Specified in each task order
3	Monthly Progress Reports	See Clause C.2	15th calendar day of each month
4	NASA Property in the Custody of Contractors (NASA Form 1018)	See Clause G.7	As specified
5	NASA Financial Management Reports	See Clause G.1, G.5	15th calendar day of each month; 15 days following the end of a quarter; or as required
6	Safety & Health Reporting	See Clause H.2 Clause 1852.223-70 & Clause H.6	As required
7	PIV Reporting	See Clause H.3	15th calendar day of each month
8	Personal Identity Verification (PIV) Documentation	See Clause H.3	Monthly
9	Task Plan	See Clause H.10	As required
10	Insurance Notification	See Clause I.1 52.228-7	As required
11	Subcontract Notification	See Clause I.1 52.244-2	30 days prior to subcontract effective date
12	IT Security Plan and Assessment Plans	See Clause I.17 1852.204-76 Deviation	30 days after contract effective date
13	PAAC Organizational Conflicts of Interest Avoidance Plan	See Clause H.12 1852.237-72	Within 30 days after contract effective date

**SECTION B OF NNG09DA02C  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

14	Property Reporting	See Clauses G.2, G.6,G.9, G.10, and G.11	As Required
15	Information Technology Management Plan	See Clause 1.2	Within 30 days after contract effective date

(End of clause)

**B. 2 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST  
REIMBURSEMENT)(GSFC 52.216-90) (JUL 2006)**

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is \$1,000,000 (inclusive of fee). The maximum amount of supplies or services that may be ordered during the effective period of this contract is \$200,000,000 (inclusive of fee). All orders placed under this contract will be applied to the minimum and maximum specified in this paragraph.

(b) The minimum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount stated in paragraph (a).

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (a).

(d) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

(e) The maximum amount may be adjusted unilaterally by the Government on an annual basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 25% of the original maximum amount.

(End of clause)

**SECTION B OF NNG09DA02C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**B.3 SUPPLEMENTAL TASK ORDERING PROCEDURES (COST REIMBURSEMENT)**  
**(GSFC 52.216-91) (JUL 2006)**

(a) When the Government issues a request for a "task plan" to the Contractor in accordance with the Clause entitled "Task Ordering Procedure" of this contract, the Contractor shall prepare its estimate of the labor hours, labor categories, indirect costs, and other direct costs required to perform the task order requirements. The Contractor shall use only those appropriate labor and indirect cost rates, which may be less than but shall not exceed the rates found in Attachment F, to calculate the proposed estimated costs for all task orders issued in accordance with the "Task Ordering Procedure" clause of this contract.

(b) The Contractor's proposed approach/pricing of the representative tasks set forth in its proposal for award of this contract shall be used as reference by the Contracting Officer in negotiating tasks with the Contractor which are issued under this contract, but only to the extent portions of a representative task are relevant to portions of a task actually issued.

(c) The Government and Contractor agree that the maximum award fee percentage specified in Attachment F shall be used to calculate the maximum available award fee dollars on all task orders issued in accordance with the "Task Ordering Procedure" clause of this contract. The Government shall solely determine the earned award fee under the contract.

(End of clause)

**B.4 LIMITATION OF INDIRECT COSTS (GSFC 52.231-90) (JUL 2006)**

- a. Within each of the Contractor's fiscal years, the Contractor shall not charge or be reimbursed by the Government, under this or any other Government contract, for indirect costs in excess of the aggregate indirect expense dollars derived by the application of the following indirect cost ceiling rates to the appropriate base(s) set forth below.

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**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

b. The limitations may be adjusted at the discretion of the Contracting Officer to the extent that increases to the Contractor's indirect costs are caused by:

(i) New or revised statutes and court decisions and/or written ruling or regulation by the Internal Revenue Service or any other taxing authority.

(ii) Wage determinations and/or regulations issued by the Department of Labor pursuant to the Service Contract Act of 1965, as amended.

c. A proposal for any adjustment under paragraph (b) must be in sufficient detail to establish that the cause of the amount of adjustment requested was solely due to the permitted conditions stated in the paragraph. It must be submitted no later than 60 days after the condition(s) become known, or should have become known, to the Contractor. The amount of adjustment, if any, is at the discretion of the Contracting Officer and shall not be subject to the Disputes clause.

(End of clause)

**B.5 ESTIMATED COST INCREASES**

(a) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, or any individual task order, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract or in the task order. Notification shall not be delayed pending preparation of a proposal.

**SECTION B OF NNG09DA02C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

(b) A proposal is required to support a request for an increase in the estimated cost of the contract or the task order. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost. If a task is for less than 115 days then notice should be given as soon as it is known that incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(c)(1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

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

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

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

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

(End of clause)

**B. 6 ORDERING (52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from January 22, 2009 (the effective date of this contract) through a five (5) year period afterwards (the effective ordering period).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**B. 7 ORDER LIMITATIONS (52.216-19) (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$12,000,000;

(2) Any order for a combination of items in excess of \$12,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**B. 8 INDEFINITE QUANTITY (52.216-22) (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the

**SECTION B OF NNG09DA02C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one (1) year from the end of the contract's effective ordering period.

(End of clause)

**B.9 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

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

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

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances' and

**SECTION B OF NNG09DA02C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise, or

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

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

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

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

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

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

(End of clause)

**B.10 ESTIMATED COST AND AWARD FEE (18-52.216-85) (SEPTEMBER 1993)**

The estimated cost of this contract is \$(to be negotiated by task order\*). The maximum available award fee, excluding base fee, if any, is \$(to be negotiated by task order\*). The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$(to be negotiated by task order\*). (\*in accordance with Attachment F)

(End of clause)

**B.11 CONTRACT FUNDING (1852.232-81) (JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$1,014,630.00**. This

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allotment is for cost and covers the following estimated period of performance: **TBD**.

(b) An additional amount of \$**TBD** is obligated under this contract for payment of fee.

(End of clause)

**SECTION C OF NNG09DA02C  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE OF WORK (GSFC 52.211-91) (FEB 1991)**

The Contractor shall, pursuant to orders issued under this contract, provide the personnel, materials, and facilities, except as otherwise provided by this contract, necessary to perform the work and to furnish the items specified in Section B of this contract in accordance with the Attachments in Section J, J.1 List of Attachments (GSFC 52.211-101).

(End of clause)

**C.2 REPORTS OF WORK**

(a) Monthly progress reports. The Contractor shall submit separate monthly progress reports of all work accomplished covering all tasks active during each month of contract performance. Reports shall be in narrative form and brief and informal in content. They shall include a quantitative description of overall progress, an indication of any current problems which may impede performance and proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period.

(b) Submission. The Contractor shall submit the report required by this clause as follows:

[M=Monthly]

Copies	Report Type	Addressee	Mail Code
1	M	Contracting Officer	210.4
1	M	Contracting Officer's Technical Representative (COTR)	403

(c) Submission dates. Monthly reports shall be submitted by the 15th day of the month following the month being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month.

(End of text)

**SECTION C OF NNG09DA02C  
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**C.3 LIMITED RIGHTS DATA OR RESTRICTED COMPUTER SOFTWARE (GSFC  
52.227-90) (MAR 2008)**

In accordance with the delivery requirements of this contract, all software data rights shall be delivered in accordance with the Rights in Data - General clause, specified elsewhere in this contract, except for the following: As specified in individual task orders

(End of clause)

**SECTION D OF NNG09DA02C  
PACKAGING AND MARKING**

[THERE ARE NO CLAUSES IN THIS SECTION.]

**SECTION E OF NNG09DA02C  
INSPECTION AND ACCEPTANCE**

**E.1 ACCEPTANCE--MULTIPLE LOCATIONS (GSFC 52.246-93) (MAY 1989)**

The Contracting Officer or authorized representative will accomplish acceptance at Goddard Space Flight Center or alternately as indicated on individual task orders.

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

(End of clause)

**E.2 INSPECTION SYSTEM (SUBCONTRACTS) (GSFC 52.246-100) (JULY 2000)**

In performance of this contract, the Contractor shall impose inspection system requirements on subcontractors and suppliers to ensure the required quality of supplies or services. Monitoring of the Contractor's system for inspecting subcontractors will be accomplished through the combined efforts of NASA/GSFC personnel and the delegated Government agency. The authority and responsibility of the delegated agency will be defined in a letter of contract administration delegation.

(End of clause)

**E.3 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)**

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for three years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

**E.4 INSPECTION OF SERVICES--COST-REIMBURSEMENT (52.246-5) (APR 1984)**

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government

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INSPECTION AND ACCEPTANCE**

during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may

(1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and

(2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of clause)

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DELIVERIES OR PERFORMANCE**

**F.1 PLACE OF PERFORMANCE--SERVICES (GSFC 52.237-92) (OCT 1988)**

The services specified by this contract shall be performed at the following location(s): Goddard Space Flight Center, Greenbelt, MD; NASA Headquarters, Washington, DC; or other NASA Centers as specified in task orders.

(End of clause)

**F.2 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I (APR 1984)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected.

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

**F.3 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (GSFC 52.247-94) (JUN 2006)**

Shipments of the items required under this contract shall be to:

Receiving Officer  
Building 16W  
Code 279  
Goddard Space Flight Center  
Greenbelt, Maryland 20771

Marked for: (To Be Specified in Task Order)

Technical Officer (Name)	Code
Building	Room
Contract No.	
Item(s) No.	

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

(End of clause)

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CONTRACT ADMINISTRATION DATA**

**G. 1 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90)(FEB 2004)**

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedural Requirements (NPR) 9501.2D, "NASA Contractor Financial Management Reporting", establish report due dates and other financial management reporting requirements. NPR 9501.2D permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are required. The reporting structure shall be in accordance with Attachment L of Section J of this contract.

(2) As stated in NPR 9501.2D, NASA strongly encourages electronic contractor cost reporting. The preferred formats are Excel and Adobe. Contact the Contracting Officer for any E-Mail addresses that are not provided or which become non-current.

Distribution shall be as follows:

Contracting Officer, Code 210.4  
E-Mail: donna.j.broderick@nasa.gov

Contracting Officer's Technical Representative, Code 403  
E-Mail: gail.k.Regan@nasa.gov

Resources Analyst, Code 403  
E-Mail: dena.s.butler@nasa.gov

Regional Finance Office Cost Team, Code 155  
E-Mail: [rfocateam@listserv.gsfc.nasa.gov](mailto:rfocateam@listserv.gsfc.nasa.gov)

Administrative Contracting Officer (if delegated)

(c) Web site. NPR 9501.2D, "NASA Contractor Financial Management Reporting":

[http://nodis3.gsfc.nasa.gov/displayDir.cfm?Internal ID=N PR 9501 002D  
&page name=main](http://nodis3.gsfc.nasa.gov/displayDir.cfm?Internal ID=N PR 9501 002D &page name=main)

(End of clause)

**G. 2 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY (1852.245-70) (SEPTEMBER 2007) (DEVIATION)**

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(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement.

(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall--

(i) Justify the need for the property;

(ii) Provide the reasons why contractor-owned property cannot be used;

(iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;

(iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and

(v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at 52.245-1, Government Property.

(End of clause)

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**G.3 AWARD FEE FOR SERVICE CONTRACTS (1852.216-76)(JUNE 2000)**

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning 1 year after the effective date of this contract, the Government shall evaluate the Contractor's performance every year to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Program and Analysis and Control Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The Cost and Commercial Accounts Department, Code 155, will make payment based on issuance of a unilateral modification by contracting officer.

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

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth in the Performance Evaluation Plan. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

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

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the difference to the Government, as directed by the Contracting Officer.

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

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

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

(End of clause)

**G.4 SUBMISSION OF VOUCHERS FOR PAYMENT (18-52.216-87)(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 and one copy should be submitted to:

NASA/Shared Services Center  
Financial Management Division (FMD)  
Accounts Payable  
Bldg 1111, C. Road  
Stennis Space Center MS 39529

(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 may be 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:

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(1) One original and one copy Standard Form (SF)1034, SF 1035, or equivalent Contractor's attachment to the Auditor.

Kathleen Chuchran/DCAA  
1005 Governor Warfield Parkway  
One Mall North, Suite 200  
Columbia, MD 21044

(2) (Reserved)

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

(d) Public vouchers for payment of fee shall be forwarded to the Contracting Officer.

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.5 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING  
(1852.242-73) (NOV 2004)**

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Procedural Requirements (NPR) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

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(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contractor Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost incur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

**G.6 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71)  
(SEPTEMBER 2007) (DEVIATION)**

(a) The Government property described in paragraph (c) of this clause may 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 unless authorized by the contracting officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

- (1) NASA Procedural Requirements (NPR) 4100, NASA Materials Inventory Management Manual
- (2) NASA Procedural Requirements (NPR) 4200, NASA Equipment Management Procedural Requirements
- (3) NASA Procedural Requirement (NPR) 4300, NASA Personal Property Disposal Procedural Requirements
- (4) Notify the cognizant property custodian, COTR, and the Installation Security Officer immediately if theft of Government property is suspected or property cannot be located
- (5) Identify Government property equipment that is no longer considered necessary for performance of the contract.
- (6) Ensure that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer

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needed. This is the only acceptable procedure for disposal of Government property.

(7) Do not relocate Government property within Government premises or remove Government property from Government premises without written approval.

(8) Ensure that Government property, including property leased to the Government, is used only for the purposes of performing the contract.

(9) Ensure that Government property is protected and conserved.

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and 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, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed 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 52.245-1, Government Property, 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 Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability

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and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(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) of this clause 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.

(c) The following property and services are provided if checked.

(1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

(2) Office furniture.

(3) Property listed in Attachment G.

(i) The Government retains accountability for this property under this clause, regardless of its authorized location.

(ii) 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.

(iii) 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.

(4) Supplies from stores stock.

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

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

(7) Installation service facilities: GSFC Library.

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

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

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

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

(End of clause)

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**G. 7 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (SEPTEMBER 2007) (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: [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

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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 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (1852.245-74)  
(SEPTEMBER 2007) (DEVIATION)**

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts Handbook. This includes deliverable equipment listed in the schedule and other equipment when NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Property shall be marked in a location that will be human readable, without disassembly or movement of the property, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

(1) Item Description.

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(2) Unique Identification Number (License Tag).

(3) Unit Price.

(4) An explanation of the data used to make the unique identification number.

(d) For items physically transferred under paragraph (a) the following additional data is required:

(1) Date originally placed in service.

(2) Item condition.

(3) Date last serviced.

(e) The data required in paragraphs (c) and (d) shall be delivered to the NASA center receiving activity listed below:

Goddard Space Flight Center  
Building 16W, Code 279  
Greenbelt, MD 20771

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

**G.9 PROPERTY MANAGEMENT CHANGES (1852.245-75) (SEPTEMBER 2007)  
DEVIATION**

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator and Industrial Property Officer (IPO), prior to making the change whenever the change --

(1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;

(2) Alters physical inventory timing or procedures;

(3) Alters recordkeeping practices;

(4) Alters practices for recording the transport or delivery of Government property; or

(5) Alters practices for disposition of Government property.

(b) The Contractor shall contact the IPO at:

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NASA/Goddard Space Flight Center  
Mr. Gary V Morris, Code 273  
Greenbelt, MD 20771

Gary.V.Morris@nasa.gov  
301-286-5031

(End of clause)

**G.10 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (1852.245-78)  
(SEPTEMBER 2007) DEVIATION**

(a) In addition to physical inventory requirements under the clause at FAR 52.245-1, Government Property, the Contractor shall conduct annual physical inventories for property items with a unit acquisition cost exceeding \$100,000.

(1) The Contractor shall inventory --

(i) Items of property furnished by the Government;

(ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245-1;

(iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and

(iv) Complete but undelivered deliverables.

(2) The Contractor shall use the physical inventory results to validate the property record data, specifically location, condition and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.

(b) Unless specifically authorized in writing by the NASA Industrial Property Officer (IPO), the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record.

(1) The Contractor may request a waiver from this separation of duties requirement from the NASA IPO, when --

(i) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader;

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(ii) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory;

(iii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data; and,

(iv) The Contractor has limited quantities of property, limited personnel, or limited property systems; and,

(v) The Contractor provides written confirmation that the Government property exists in the recorded condition and location; and

(vi) The items continue to be used exclusively for performance of the contract or as otherwise authorized by the Contracting Officer.

(1) The Contractor may request a waiver from this separation of duties requirement from the NASA IPO, when -

(i) The Contractor has limited quantities of property, limited personnel, or limited property systems;

(ii) The Contractor provides written confirmation that the Government property exists in the recorded condition and location; and

(iii) The items continue to be used exclusively for performance of the contract or as otherwise authorized by the Contracting Officer; and

(iv) one or more of the following conditions exist:

(A) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader;

(B) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory;

(C) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.

(2) The Contractor shall submit the request to the cognizant property administrator and obtain approval from the IPO prior to implementation of the practice.

(c) The Contractor shall report the results of the physical inventory to the property administrator and the NASA Industrial Property Officer within 10 calendar days of completion of the physical inventory. The report shall --

(1) Provide a summary showing number and value of items inventoried; and

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(2) Include additional supporting reports of --

- (i) Loss, damage or destruction, in accordance with the clause at 52.245-1, Government Property;
- (ii) Idle property available for reuse or disposition; and
- (iii) A summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.

(d) The Contractor shall retain all physical inventory records, including records of all transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

(End of clause)

**G.11 OCCUPANCY MANAGEMENT REQUIREMENTS (1852.245-82) (SEPTEMBER 2007)  
DEVIATION**

(a) In addition to the requirements of the FAR Government Property Clause (FAR 52,245-1) the Contractor shall comply with the following in performance of work in and around Government real property:

- (1) NPD 8800.14, Policy for Real Property Management
- (2) NPR 8831.2, Facility Maintenance Management

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any government real property or when movement of Contractor-owned property may damage or destroy Government owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

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**H.1 RESERVED**

**H.2 SECTION H CLAUSES INCORPORATED BY REFERENCE**

(1852.208-81) RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)  
(1852.223-70) SAFETY AND HEALTH (APR 2002)  
(1852.223-75) MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)  
(1852.242-72) OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)--ALTERNATE II  
(OCT 2000)

(End of By Reference Section)

**H.3 CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES (GSFC 52.204-99) (APR 2008)**

(a) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow Steps 1 through 6 described in Attachment K, Personal Identity Verification (PIV) Card Issuance Procedures, for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as "onsite"). The Contractor must apply for permanent NASA/GSFC PIV cards for those contract employees who will be employed by the Contractor onsite for at least six months. The GSFC Security Division will consider permanent PIV cards for other employees of the Contractor on a case-by-case basis, such as employees that are not resident onsite, but must frequently visit. In the future, upon written notice from the Contracting Officer, the Contractor shall proceed with Step 7 of Attachment K for PIV credentials for all onsite contract personnel with PIV cards. In addition, upon future written notice from the Contracting Officer, the Contractor shall follow Steps 1 through 7 in Attachment K for each offsite contract employee (prime and subcontractor) who require remote access to a NASA information system for contract performance.

(b) The Contractor shall notify the GSFC Security Division, Code 240, Attention: PIV Manager, and the Contracting Officer's Technical Representative (COTR) of the contractor's designated PIV Requester within 15 calendar days after award of this contract. The NASA maintained PIV system contains work and home location and contact information for personnel that have permanent NASA PIV cards. The Contractor may contact the PIV Manager, Tel 301-286-2306 for assistance regarding the PIV system.

(c) Each contract employee shall provide to the Contractor's designated PIV Requester the basic identifying information required for a PIV Request to be initiated in the PIV System. The PIV Request

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SPECIAL CONTRACT REQUIREMENTS**

must be approved by the PIV Sponsor (COTR or the Contracting Officer). The COTR will resolve any housing or access issues, and review the request for accuracy and completeness. Requests that are approved by the PIV Sponsor will be forwarded to the GSFC Security Division, Code 240, PIV Authorization, Badge enrollment, and Badge issuance.

(d) The Contractor shall submit an annotated PIV Report each month. The GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:

- (1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;
- (2) Make handwritten changes to any other incorrect data.

The annotated PIV Report shall be separately submitted to the GSFC Security Division, Code 240, Attention: PIV Manager, and to the COTR by the 10th calendar day of the month.

(e) The Contractor shall ensure that all personnel who have NASA/GSFC issued PIV cards, keys or other property who leave its employment or that no longer work onsite, process out through the GSFC Security Division, Code 240. Employees must return all GSFC issued identification and any Government property no later than the last day of their employment. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV cards and identification.

(End of clause)

**H. 4 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (JUL 2007)**

(a)(1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the Contractor and subcontractors and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, "Contractor Personnel—Identification, Onsite Reporting, and Checkout Procedures" for permanent PIV card issuance procedures.

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(2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer's Technical Representative. Approval of such visits must be approved in advance in accordance with GPR 1600.1.

(3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA-wide or installation directives, procedures, handbooks and announcements. The following cover many of the requirements:

- (1) Coordinated Harassment/Discrimination Inquiry Guidelines  
<http://internal.gsfc.nasa.gov/directives/security.html>
- (2) GSFC Workplace Violence Announcement  
[http://gdms.gsfc.nasa.gov/gdmsnew/srv/GDMSNEWDatabseObject?document\\_id=7727](http://gdms.gsfc.nasa.gov/gdmsnew/srv/GDMSNEWDatabseObject?document_id=7727)
- (3) GMI 1152.9, Facilities Coordination Committee
- (4) GPR 1600.1, GSFC Security Manual
- (5) GPR 1700.1, Occupational Safety Program
- (6) GPR 1700.2, Chemical Hygiene Plan
- (7) GPR 1800.1, GSFC Smoking Guidelines
- (8) GPR 1800.2, Occupational Health Program
- (9) GPR 1860.1, Ionizing Radiation Protection
- (10) GPR 1860.2, Laser Radiation Protection
- (11) GPR 1860.3, Radio Frequency Radiation Safety
- (12) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
- (13) GPR 2570.1, Radio Frequency Equipment Licensing
- (14) GPD 8500.1, Environmental Program Management
- (15) GPR 8710.2, Emergency Preparedness Program for Greenbelt
- (16) GPD 8715.1, GSFC Safety Policy
- (17) GPR 8715.1, Processing of NASA Safety Reporting System (NSRS) Incident Reports

Copies of the current issuances may be obtained at <<http://gdms.gsfc.nasa.gov>> or from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

(c) The Contractor may not use official Government mail (indicia or "eagle" mail). Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. However, the Contractor

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is allowed to use internal GSFC mail to the extent necessary for purposes of the contract.

(End of clause)

**H. 5 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR (GSFC 52.215-90) (NOV 1999)**

In accordance with FAR 15.204-1(b), the completed and submitted "Representations, Certifications, and Other Statements of Offeror", are incorporated by reference in this resulting contract.

(End of clause)

**H. 6 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91) (NOV 2005)**

(a) Other safety and health requirements. In addition to compliance with all Federal, state, and local laws as required by paragraph (d) of NFS clause 18-52.223-70, the Contractor shall comply with the following:

Monthly health and safety report using NASA Incident Reporting Information Systems (IRIS). Specify incidents, disabling injuries, lost work days incident rate, days lost, property damage cost, manhours worked/month, and total employees. Access form available at <ftp://ftp.hq.nasa.gov/forms/pdf/nhq224.pdf>. Until access is approved use template available at <http://safety1st.gsfc.nasa.gov> under Contractor Safety and e-mail to Lisa L. Cutler@nasa.gov.

(b) Reporting. The immediate notification and prompt reporting required by paragraph (d) of NFS clause 1852.223-70 shall be to the Goddard Space Flight Center Safety and Environmental Division, Code 250, Tel 301-286-6296 and to the Contracting Officer. This should be a verbal notification and confirmed by FAX or E-Mail. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(End of clause)

**H. 7 RESERVED**

**H. 8 RESERVED**

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**H.9 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 (to be noted on applicable tasks).

(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 and such specifications or statements of work are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time as agreed to by the Contracting Officer and the Contractor sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not use them to compete with those other companies.

(End of clause)

**H.10 TASK ORDERING PROCEDURE (1852.216-80) (OCTOBER 1996)**

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

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(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 5 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

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

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

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 2 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

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(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

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

(End of clause)

**H.11 EXPORT LICENSES (1852.225-70) (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 any Government 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 the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

**H.12 ACCESS TO SENSITIVE INFORMATION (1852.237-72) (JUNE 2005)**

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

**H.13 RELEASE OF SENSITIVE INFORMATION (1852.237-73) (JUNE 2005)**

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

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

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*restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].*

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

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

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

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

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

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

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

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

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and

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mandatory protections of sensitive information needed in performing this contract.

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

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

**H.14 NASA INTEROPERABILITY STANDARD (JULY 2007)**

The contractor shall comply with the NASA-STD-2804J entitled Minimum Interoperability Software Suite, as contained in Section J, Attachment D.

(END OF TEXT)

**H.15 CONTRACTOR STAFF TRAINING**

The contractor shall provide fully trained and experienced technical and lead personnel (including replacement personnel) required for performance of task orders. This includes training necessary for

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keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the Contractor at its own expense except for the following:

(1) When the Government has given prior approval for training to meet special requirements that are peculiar to a particular Task Order.

(2) Training for contractor employees to attend seminars, symposia, or user group conferences when certified by the Contractor and the COTR that attendance is mandatory for the performance of task order requirements.

(END OF TEXT)

**SECTION I OF NNG09DA02C  
EVALUATION FACTORS FOR AWARD**

**I.1 SECTION I CLAUSES INCORPORATED BY REFERENCE**

- (52.202-1) DEFINITIONS (JULY 2004)
- (52.203-3) GRATUITIES (APR 1984)
- (52.203-5) COVENANT AGAINST CONTINGENT FEES (APR 1984)
- (52.203-6) RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- (52.203-7) ANTI-KICKBACK PROCEDURES (JUL 1995)
- (52.203-8) CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-10) PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-12) LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)
- (52.203-13) Contractor Code of Business Ethics and Conduct (Dec 2007)
- (52.203-14) Display of Hotline Poster(s) (Dec 2007) (3) (i) Inspector General Hotline Posters may be obtained from NASA Office of Inspector General, Code W, Washington, DC 20546-0001; (3) (ii) [http://www.dhs.gov/xoig/about/gc\\_116370332\\_9805.shtm](http://www.dhs.gov/xoig/about/gc_116370332_9805.shtm)
- (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 (APR 2008)
- (52.204-9) PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)
- (52.209-6) PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
- (52.215-2) AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)
- (52.215-8) ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- (52.215-11) PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATION (OCT 1997)
- (52.215-13) SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- (52.215-14) INTEGRITY OF UNIT PRICES (OCT 1997)
- (52.215-15) PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
- (52.215-18) REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
- (52.215-19) NOTIFICATION OF OWNERSHIP CHANGES (FEB 2008)
- (52.215-21) REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

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EVALUATION FACTORS FOR AWARD**

- (52.216-7) ALLOWABLE COST AND PAYMENT (DEC 2002)
- (52.219-6) NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
- (52.219-8) UTILIZATION OF SMALL BUSINESS CONCERNS (MAY2004)
- (52.222-1) NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- (52.222-3) CONVICT LABOR (JUNE 2003)
- (52.222-19) CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2008)
- (52.222-20) WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
- (52.222-21) PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- (52.222-26) EQUAL OPPORTUNITY (MAR 2007)
- (52.222-35) EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- (52.222-36) AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- (52.222-37) EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- (52.222-50) COMBATING TRAFFICKING IN PERSONS (AUG 2007)
- (52.223-5) POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)--ALTERNATE I (AUG 20003)
- (52.223-6) DRUG FREE WORK PLACE (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)
- (52.225-13) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
- (52.227-1) AUTHORIZATION AND CONSENT (December 2007)
- (52.227-2) NOTICE AND ASSISTANCE REGARDING PATENT AND COPY-RIGHT INFRINGEMENT (December 2007)
- (52.228-7) INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
- (52.232-17) INTEREST (JUN 1996)
- (52.232-22) LIMITATION OF FUNDS (APR 1984)
- (52.232-23) ASSIGNMENT OF CLAIMS (JAN 1986)
- (52.232-25) PROMPT PAYMENT (OCT 2003)--ALTERNATE I (FEB 2002)
- (52.232-34) PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)[para (b)(1) fill-in (hereafter: "designated office"--Cost and Commercial Accounts Department, Code 155, NASA/Goddard Space Flight Center, Greenbelt, MD 20771, FAX 301-286-1748, no later than concurrent with the first request for payment.]
- (52.233-1) DISPUTES (JULY 2002)
- (52.233-3) PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)
- (52.233-4) APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

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EVALUATION FACTORS FOR AWARD**

- (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)
- (52.242-4) CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- (52.242-13) BANKRUPTCY (JUL 1995)
- (52.243-2) CHANGES--COST-REIMBURSEMENT (AUG 1987)-- ALTERNATE I (APR 1984)
- (52.244-2) SUBCONTRACTS (JUN 2007)
- (52.244-5) COMPETITION IN SUBCONTRACTING (DEC 1996)
- (52.245-1) GOVERNMENT PROPERTY (JUN 2007)
- (52.245-9) USE AND CHARGES (JUN 2007)
- (52.246-25) LIMITATION OF LIABILITY--SERVICES (FEB 1997)
- (52.247-1) COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
- (52.247-34) F.O.B. DESTINATION (NOV 1991)
- (52.247-63) PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003)
- (52.247-67) SUBMISSION OF DOCUMENTATION FOR AUDIT (FEB 2006)
- (52.248-1) VALUE ENGINEERING (FEB 2000)
- (52.249-6) TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
- (52.249-14) EXCUSABLE DELAYS (APR 1984)
- (52.251-1) GOVERNMENT SUPPLY SOURCES (APR 1984)
- (1852.215-84) OMBUDSMAN (OCT 2003)--ALTERNATE I (JUNE 2000) The installation Ombudsman is Judith N. Bruner, Goddard Space Flight Center, Mailstop 100, Greenbelt, MD 20771, Business Phone: 301 286-7679, Fax 301 286-1714, E-mail address: Judith N. Bruner@nasa.gov
- (1852.216-89) ASSIGNMENT AND RELEASE FORMS (JUL 1997)
- (1852.223-74) DRUG-AND ALCOHOL-FREE WORKPLACE (MAR 1996)
- (1852.242-78) EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)
- (1852.243-71) SHARED SAVINGS (MAR 1997)

(End of By Reference Section)

**I.2 INFORMATION TECHNOLOGY MANAGEMENT PLAN**

The Contractor shall submit an Information Technology Management Plan (Plan) in accordance with NPR 7120.5. The plan will document IT procedures used in the design, operation, and maintenance of IT services. Following approval of the Plan by the Government, the Plan will be incorporated into Attachment M. The Contractor shall comply with the Plan in the performance of this contract.

(End of Text)

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**I.3 LIMITATIONS ON SUBCONTRACTING (52.219-14) (DEC 1996)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees for the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

**I.4 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a)  
CONCERNS (52.219-18) (JUNE 2003)(DEVIATION)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

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(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) (1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The Contractor, ASRC Research and Technology Solutions, LLC will notify the Goddard Space Flight Center's Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to another party.

(End of clause)

**I.5 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (52.222-39) (DEC 2004)**

(a) *Definition.* As used in this clause-"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not

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union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14<sup>th</sup> Street, N.W.  
Washington, D.C. 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

(1) Contractors and subcontractors that employ fewer than 15 persons;

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(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the

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Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

**I.6 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)**

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

**I.7 SUBCONTRACTS FOR COMMERCIAL ITEMS (52.244-6)(MAR 2007)**

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

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to

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incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

**I.8 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)**

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

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Federal Acquisition Regulation (FAR) clauses:

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

NASA FAR Supplement (NFS) clauses:

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

(End of clause)

**I.9 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)**

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

**I.10 SECURITY CLASSIFICATION REQUIREMENTS (1852.204-75) (SEPT 1989)**

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

(End of clause)

**I.11 USE OF RURAL AREA SMALL BUSINESSES (1852.219-74) (SEP 1990)**

(a) Definitions.

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"Rural area" means any county with a population of fewer than twenty thousand individuals.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding under this contract, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) NASA prime and subcontractors are encouraged to use their best efforts to award subcontracts to small business concerns located in rural areas.

(c) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small business concerns located in rural areas.

(d) The Contractor agrees to insert the provisions of this clause, including this paragraph (d), in all subcontracts hereunder that offer subcontracting possibilities.

(End of clause)

**I.12 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)**

(a) Definitions.

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

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

"Small disadvantaged business concern", as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one

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

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

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

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

(End of clause)

**I.13 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)**

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

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and

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occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

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

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

**I.14 EMERGENCY EVACUATION PROCEDURES (1852.237-70) (DEC 1988)**

The Contractor shall assure that its personnel at Government facilities are familiar with the functions of the Government's emergency evacuation procedures. If requested by the Contracting Officer, the Contractor shall designate an individual or individuals

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as contact points to provide for efficient and rapid evacuation of the facility if and when required.

(End of clause)

**I.15 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION  
(52.219-28) (JUN 2007)**

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

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation

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that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it or is, or is not a small business concern under NAICS Code 541330 assigned to contract number NNG09DA02C. Gregg Einfalt, President, ASRC Research and Technology Solutions, LLC. \_\_\_\_\_.

(End of clause)

**I.16 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized

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deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

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

(End of clause)

**I.17 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (MAY 2008) (DEVIATION)**

(a) The Contractor shall be responsible for information and information technology (IT) security when -

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200,

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Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

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(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

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(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

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

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

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

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose

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function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts

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(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

**(End of clause)**

**I.18 RIGHTS IN DATA—GENERAL (52.227-14) (Dec 2007)**

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

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and

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functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

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(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

- (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this contract.

- (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

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(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

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(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(i) The Contractor agrees not to establish claim to copyright, publish or release to others any computer software first produced in the performance of this contract without the Contracting Officer's prior written permission.

(ii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(3)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(iii) Whenever the word "establish" is used in this clause, with reference to a claim to copyright, it shall be construed to mean "assert".

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said

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period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

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(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the

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data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under Government Contract No. NNG09DA02C and applicable tasks and subcontracts. These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure for any legitimate Government purpose/use.

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(4) (i) Notwithstanding paragraph (g) (1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent

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or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

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J. 1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)

The following attachments constitute part of this contract:

Attachment	Description	Date	No. of Pages
A	Statement of Work	07/30/07	7
B	RESERVED	-	-
C	Safety and Health Plan	11/20/07	19
D	NASA-STD-2804J Minimum Interoperability Software Suite, NASA Technical Standard	07/11/06	10
E	DD Form 254, Contract Security Classification Specification	10/12/07	2
F	(1) Direct Labor Rates, Indirect Labor Rates, and Award Fee Matrices; (2) Position Descriptions	11/20/07	(1) 8 (2) 39
G	Installation Accountable Government Property (IAGP)	10/12/07	1
H	RESERVED	-	-
I	Quality Control Plan	11/20/07	16
J	Organizational Conflicts of Interest Avoidance Plan	To be submitted as specified in Clause B.1	To be submitted as specified in Clause B.1
K	PIV Card Issuance Procedures	10/12/07	4
L	NASA Contractor Financial Management Reporting	10/12/07	3
M	Information Technology Management Plan	To be submitted as specified in Clause B.1	To be submitted as specified in Clause B.1

(End of clause)

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# ATTACHMENT A

STATEMENT OF WORK

## STATEMENT OF WORK

### Introduction

The Flight Project Directorate has the responsibility for planning and managing space flight projects at the Goddard Space Flight Center (GSFC). The responsibilities of the Directorate include managing spacecraft flight hardware systems, ground systems, launch vehicles, and research instrumentation payloads. The work encompasses all phases of project implementation from conceptual studies through definition, design, and development; fabrication; integration; launch, preparation for pre and post-launch operations; satellite servicing; and data acquisition, processing, distribution, analysis, and archiving. Some of the projects are managed and developed in-house at GSFC while most are contracted with industry.

The GSFC Flight Projects Directorate is comprised of several program offices, managing one or more missions or projects at any given time for its main customers in the Science and Exploration Directorate. To develop and manage each in-house mission (present and future) and to respond to its assigned responsibilities, GSFC requires the Contractor to perform specific support services. Under this contract, work will be done primarily for GSFC offices within the Flight Projects Directorate in support of newly proposed, under development or on-going programs. However, other project support activities resident at or under the direction of GSFC may be supported by task orders issued under this contract. In addition to these services, a unique function is also included under this contract to support the Accounting Office at GSFC. In support of the Flight Projects Directorate, the contractor will be required to offer project management related training at GSFC facilities or at other NASA Centers.

The Contractor's obligation may include resolution of unusual or emergency situations. The Contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to emergencies. Obligations under this requirement shall only arise when one or more of the criteria at FAR 18.001, enabling NASA to utilize Emergency Acquisition Flexibilities, are met. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the Changes clause of this contract.

### Scope

The majority of work under this contract shall be in support of missions of the GSFC. In addition, there will be some work that will be in support of GSFC or other NASA missions at other NASA Centers nationwide. In support of these activities, it is anticipated that a small number of contractor personnel may be resident at such facilities outside of the Metro Washington DC area. In order to support these missions and the accounting office, the following functions need to be performed under this contract:

1. Planning and scheduling

2. Configuration Management
3. Information Technology
4. Documentation/Library
5. General Business
6. General Accounting

During the performance period of this contract, the Contractor shall continuously streamline the approach used for managing and supporting this contract to ensure efficient use of applied resources. The contractor's streamlining efforts will be evaluated under the award fee evaluation.

*(Use of the referenced functions will vary by task order and project. Not all functions will be required by every task order or by each ordering organization).*

1. Planning and scheduling

The Contractor shall develop the planning and scheduling processes required to ensure timely completion of project or inter-project activities at the Goddard Space Flight Center, Contractor facilities and others as set forth in individual task orders under the contract..

In developing project schedules, the Contractor shall identify the milestones and activities that must be performed in order to achieve project commitments. Included in this discipline is the necessary identification and documentation of schedule and programmatic interdependencies among project activities and other related external projects.

The Contractor shall develop project logic networks and schedules as well as the estimation, validation and analysis of activity sequencing, durations and resource requirements needed to create the schedules. The Contractor shall also prepare and maintain a Schedule Management Plan defining the requirements for schedule planning and control on the project. The Contractor shall interface with the Government Project Resource Analysts to ensure correlation of project schedules with the current approved budget profiles.

Periodically, as defined in the individual tasks, the contractor shall conduct analyses of project schedules and coordinate and evaluate project risks to assess possible impacts and outcomes on project objectives.

The contractor shall support the planning and implementation of Earned Value Management (EVM) across the mission development lifecycle. EVM is a methodology that employs a set of processes and tools that incorporate best business practices for program management. These processes and tools have proven to provide strong benefits for project planning and control. The processes include integration of program scope, schedule, and cost objectives, establishment of a baseline plan for accomplishment of program objectives, and use of earned value techniques for performance measurement.

EVM provides a sound basis for problem identification, corrective actions, and management replanning, as necessary. To support this effort, support from the contractor shall include, but not be limited to, providing expert advice to projects that are initiating major procurements, coordinating Integrated Baseline Reviews, support to Confirmation Review preparation, and review and analysis of Contractor Earned Value reporting. This effort will be accomplished by planning, scheduling, and performing all aspects of several (three to five) training courses a year at different NASA Centers for Agency employees.

The Contractor shall provide analysis of other Contractor's schedules and scheduling systems to ensure compliance with the Schedule Management Plan, Statement of Work (SOW) and Contract Data Requirements Lists (CDRLs), as well as providing on-going support to the technical and financial team at an end-item contractor's facility as required.

The Contractor shall also perform schedule analysis to determine overall project schedule performance, variances, risk areas, "what if" scenarios, work around solutions, critical path, and vertical and horizontal traceability. The Contractor shall also be responsible for documentation of changes and revisions to the Project schedule.

## 2. Configuration Management

Configuration Management (CM) is a function required by each Project office for in-house missions as well as contracted ones to be performed in order to comply with Goddard Procedural Requirements (GPR)-1410.2 or 400-Procedures and Guidelines (PG)-1410.2.1. Each mission is required to have a Configuration Management System to keep track of programmatic, technical and administrative issues and their resolution throughout its life.

The contractor shall design, develop, populate/update a Configuration Management System and perform the necessary analyses needed to support technical and engineering activities in compliance with GPR 1410.2 or 400-PG-1410.2.1 for new missions. When support is requested for an existing program, the contractor shall maintain and update the existing Configuration Management System. For the programs, where the engineering design and development activities are contracted to industry, it is required for the contractor to have the capability to audit the Configuration Management System and verify ISO compliance.

The contractor shall coordinate, record, and document the activities of the Configuration Control Board (CCB), including the tracking of Configuration Control Requests (CCR) and management of the data associated with each CCR, per program/project approved configuration management plan for each individual mission.

The contractor shall review, evaluate, recommend and implement new technology/enhancements in the Configuration Management System to streamline the

process and document the recommendation in the updated plan in compliance with GPR 1410.2 or 400-PG-1410.2.1.

For the out-of-house projects, the contractor shall coordinate the CCRs with the project personnel, arrange a CCB meeting, process the CCRs, document all activities, follow-up on all post meeting activities, prepare a final CCR document, and implement the CCR in the appropriate document.

### 3. Information Technology

Information Technology (IT) is a function required by a number of project offices, including both in-house and out-of-house projects. The Contractor shall develop an IT Management Plan for implementing and operating the IT programs and projects, including IT infrastructure support to PAAC functions. This IT Management Plan must be approved by the GSFC Center Information Officer (CIO) before the Contractor shall initiate activities such as the design, operation, and maintenance of information technology services, including but not limited to: hardware, software, local area networks, websites and databases, and/or conduct the analyses of project data. The Contractor shall strive to avoid the duplication of IT systems and services currently deployed and in use at GSFC whenever possible. The IT Management Plan shall be in compliance with applicable NASA Policy Directives and Procedural Requirements, including:

- NPD 2800.1 – Managing Information Technology
- NPR 2800.1 – Managing Information Technology w/change 1 dtd 9/17/04
- NPD 2810.1 – NASA Information Security Policy
- NPR 2810.1 – Security of Information Technology
- NPD 2830.1 – NASA Enterprise Architecture
- NPR 2830.1 – NASA Enterprise Architecture Procedures
- NPR 7150.2 – NASA Software Engineering Requirements

It is the Contractor's responsibility to provide technical and administrative support for the transition by the Agency to new accounting and information systems (such as Integrated Enterprise Management Program (IEMP)), as well as maintain IT systems not covered under the Outsourcing Desktop Initiative for NASA (ODIN) Contract (or other alternate IT provider as designated by the Government) as contained in the approved IT Management Plan. The Contractor shall also design, develop, implement and maintain systems/databases for project management and project control (such as Configuration Management software, Scheduling, Action Item Tracking software) Systems activities will include website development and maintenance as described in the IT Management Plan.

The Contractor shall implement information technology security requirements (compliance reviews, contingency plans, incident reporting and handling, risk management plan, security plan, physical security, audit trails, network and systems access controls). The Contractor shall also provide IT user support.

The contractor shall develop, operate, and maintain all information technology systems in compliance with NPD 2810.1 Security of Information Technology and NPR 2810.1 Security of Information Technology and assure that contractor IT personnel are aware of and follow IT security practices and procedures as described in NPD 2810.1 and NPR 2810.1.

In order to comply with the Section 508 Standards for Electronic and Information Technology, the contractor shall perform all software application development, including the development of code, in compliance with the technical standards delineated in Code of Federal Regulations (CFR) Part 1194.21 Software Applications and Operating Systems. Also, the contractor shall perform all web development in compliance with the technical standards delineated in CFR Title 36, Subpart B Technical Standards, Part 1194.22 Web-based Intranet and Internet Information and Applications.

#### 4. Documentation/Library

The Contractor shall develop and update systems for control, storage, and dissemination of all project documentation including configuration management; and maintain systems for tracking and retrieving materials and data. The contractor shall index and catalog all library materials. The contractor shall perform the data management function including technical documentation coordination, status tracking system, distribution and reporting requirements. Additionally, the contractor shall monitor receipt of contract data deliverables to ensure compliance with the Contract data requirements list.

#### 5. General Business

The contractor shall account for and prepare necessary documentation for total project travel (planned vs. actual); and coordinate travel arrangements and collect travel vouchers from organizations to be processed in accounting. The contractor shall keep databases current for all project control/applicable business activities. The contractor shall conduct cost studies of office space systems, utilizing historical data and statistical analyses. The contractor shall establish and implement skill management and training for project control. The contractor shall assist in planning, coordinating and implementing the technical and administrative training classes for personnel at GSFC; and shall assist with organizational development.

The contractor shall logistically control flight hardware, ground support equipment, and other project/customer property, and interface with GSFC Logistics Management Division personnel. The contractor shall provide logistical and technical support for internal personnel moves including furniture, workspace, computer, and telephone coordination, including remote activities such as launch campaigns.

The contractor shall prepare and modify data, drawings, flow charts, diagrams, schedules, and narrative charts for project/customer presentations and reports. The contractor shall prepare technical text, perform technical editing and document compilations, and

distribute documents. The contractor shall maintain photographic documentation/imagery of project hardware. The contractor shall maintain and update electronic files, records, and data. The contractor shall establish and maintain office supply inventories. The contractor shall coordinate and prepare shipping documents including packages for shipping with express mail purposes. The contractor shall assist with lifecycle planning for international transfers of items from and to the project. This also includes proper observance of all pertinent export control regulations and restrictions. The contractor shall coordinate and prepare facilities maintenance work orders. The contractor shall photocopy, paginate, and bind documentation in accordance with NASA FAR Supplement 1852.208-81 Restrictions on Printing and Duplicating. The contractor shall convert reports to electronic format.

The contractor shall prepare, process, and coordinate approval for purchase requests and other documents. The contractor shall compile workforce data for reports including gathering data from database reports, performing variance analysis, and writing data for presentation format. The contractor shall develop International Standardization Organization (ISO) documentation coordination and prepare for Goddard Management System compliance audits.

#### 6. General Accounting

The contractor shall provide general accounting support to GSFC as well as to NASA Headquarters and NMO accounting functions that are supported by GSFC's accounting office. This will require the contractor to support the accounting system and applicable interfaces. The Integrated Enterprise Management Program (IEMP) system may be upgraded during the performance period of this contract. Therefore, the contractor will be required to support any upgrades to IEMP and to utilize the IEMP system subsequent to the upgrade.

The contractor shall log in all payment data for monthly invoices, such as amount of invoice, discount percentage, and other terms; and track number into the IEMP. The contractor shall review monthly invoices to verify compliance with the Prompt Payment Act and terms of the purchase orders or government bills of lading, submitting comments to government representatives.

The contractor shall respond to inquiries from vendors, and coordinate information with NASA's procurement buyers and resource analysts regarding the processing of purchase orders and invoices.

The contractor shall process domestic travel authorizations submitted by Goddard daily in Travel Manager. The contractor shall respond to inquiries from and initiate inquiries to travelers and other authorized personnel to secure additional or corrected information necessary for the processing of travel authorizations.

The contractor shall review timecards submitted bi-weekly for accuracy and make corrections of time and attendance data to labor job charges.

The contractor shall input employee personal changes to W-4 forms and direct deposit forms, and adjustments for pay and leave corrections into the NPPS database. One element of this effort is to communicate with employees, timekeepers and payroll technicians from other NASA Centers or agencies.

The contractor shall review reimbursable agreement packages, verify packages for completion, accuracy and verify that the estimated price report is computed accurately, and set up transactions to be entered into the GSFC financial systems.

The contractor shall draft dunning notices and monthly bills, for government review, to be submitted to reimbursable customers in compliance with the Financial Management Requirements.

The contractor shall compile and index purchase order, travel, timecards, and other source document records to submit to vendor for microfilming or web-based retrieval; and review images for records management purposes upon completion.

The contractor shall prepare and submit Financial Performance Summary reports to management for internal and external reporting on a monthly basis.

The contractor shall provide administrative, logistical and technical support to special projects such as the review of outstanding obligations which ensure appropriate paperwork is maintained in each folder to support outstanding obligations.

(End of Text)