

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	RATING	PAGE OF 1 PAGES 143
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2. CONTRACT (Proc. Inst. Ident.) NO. PRIME: <b>NAS10-98001</b> SUBCONTRACT:	3. EFFECTIVE DATE <b>10/1/1997</b>	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. <b>MR 971003 (F)</b>
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5. ISSUED BY: CODE <b>OP-OSO</b> <b>JOHN F. KENNEDY SPACE CENTER, NASA PROCUREMENT OFFICE KENNEDY SPACE CENTER, FL 32899</b>	6. ADMINISTERED BY (If other than item 5) CODE
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7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code) <b>SUBCONTRACTOR</b> <b>Dynacs Engineering Company, Inc. 28870 US Hwy 19 North, Suite 405 Clearwater, FL 34621</b>	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: <input type="checkbox"/> ITEM See Article G-2
<b>PRIME CONTRACTOR</b> <b>U. S. Small Business Administration 1320 South Dixie Highway Coral Gables, FL 33146</b>	

CODE <b>0AVB3</b>	FACILITY CODE	11. SHIP TO / MARK FOR CODE <b>NAS10-98001</b>
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	12. PAYMENT WILL BE MADE BY: CODE <b>GG-B1-A</b> <b>JOHN F. KENNEDY SPACE CENTER, NASA COST &amp; COMMERCIAL ACCOUNTS BRANCH KENNEDY SPACE CENTER, FL 32899</b>
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input checked="" type="checkbox"/> 15 U.S.C. 637(a)(1) <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	14. ACCOUNTING AND APPROPRIATION DATA <b>CW-1/2590C/400000/34/97/PF</b>
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
1	Engineering Development Contract Basic Period (10/1/97 - 9/30/98)	1	Job	Cost \$ Max. AF \$	\$ 15,648,377 \$ 422,198

15G. TOTAL AMOUNT OF CONTRACT <input type="checkbox"/>	<b>\$ 16,070,575</b>
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H	SPECIAL CONTRACT REQUIREMENTS				

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) <b>See Tripartite Signature Page (next page)</b>	20A. NAME OF CONTRACTING OFFICER <b>See Tripartite Signature Page (next page)</b>		
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	20C. DATE SIGNED

Tripartite Signature Page

Contract: NAS10-98001  
 Subcontract:

**SUBCONTRACTOR:**

Dynacs Engineering Company, Inc.  
 22870 US Hwy 19, North, Suite 405  
 Clearwater, FL 34621

BY: *R. Singh* DATE: August 11, 1997

NAME AND TITLE: Ramen P. Singh  
President

**PRIME CONTRACTOR:**

U.S. Small Business Administration  
 1320 South Dixie Hwy  
 Coral Gables, FL 33146

BY: *G. Rey Moran* DATE: 9/22/97

NAME AND TITLE: G. REY MORAN  
U.S. Small Business Administration  
Contracting Officer

**PROCURING AND ADMINISTRATIVE OFFICE:**

John F. Kennedy Space Center, NASA  
 Procurement Office, OP-OSO  
 Kennedy Space Center, FL 32899

BY: *A. Earl Gilbert* DATE: 9/22/97

NAME AND TITLE: A. Earl Gilbert  
Contracting Officer

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**PART I - THE SCHEDULE**

**Section B - Supplies or Services and Prices/Cost**

**ARTICLE B-1 TYPE OF CONTRACT**

This is a cost-plus-award-fee, term form of contract on a level-of-effort basis for the first contract period. For the remaining four contract periods this is a performance based, cost-plus-award-fee/incentive-fee, indefinite quantity, task ordering contract. FAR Clause 52.216-22, Indefinite Quantity (Oct 1995), incorporated herein by reference, shall apply to the four remaining contract periods. The words "the period of performance specified in Article F-2" shall be considered inserted in the appropriate place in Section (d) of the clause. The Contractor shall provide non-personal services Engineering, Facilities and Laboratory Support pursuant to Article C-1, Scope of Work, in response to work and/or task orders issued in accordance with Article I-11, Work/Task Orders.

**ARTICLE B-2 EFFORT REQUIRED DURING CONTRACT PERFORMANCE**

**I. Contract Period 1 10/1/97-9/30/98**

- A. During the period 10/1/97 to 9/30/98 required support shall be provided on a level-of-effort (LOE) basis not to exceed the total labor hours specified below.

Contract Period	Labor Hours		
	Minimum	Target	Maximum
10/1/97 - 9/30/98	375,502	387,115	398,728
Mod. No. 10	<u>134,000</u>	<u>134,000</u>	<u>134,000</u>
Total	509,502	521,115	532,728

- B. If the Contractor has not provided the specified minimum quantity of total contract labor hours set forth in the above paragraph A, an equitable downward adjustment will be made in estimated cost and available award fee. The downward adjustment will be based on the difference between the minimum labor hours specified under this Article and the number of labor hours provided by the Contractor. This provision does not affect the Government's right to reduce the quantity of labor hours during the term of this contract pursuant to the Termination Clause (FAR 52.249-6).
- C. When the total labor hours expended reach 95% of the maximum labor hours specified above, the Contractor shall notify the Contracting Officer as to whether or not the Contractor believes that amount will be sufficient for the balance of the period of performance, or if additional labor hours will be required. In the latter case, the notification shall include the estimated "adequate through" date for the unexpended balance and an estimate of the additional hours required for the balance of the period of performance. If, during the term of the contract, an increase in the specified maximum number of labor hours becomes necessary, the Government may elect to increase the maximum labor hours pursuant to Article B-5, "Options to Extend the Period of Contract and Options for Incremental Increase of Effort."
- D. As used herein, the term "labor hours" shall include the productive and non-productive time of the employees assigned to this contract (including subcontracted and overtime labor hours).

II. Subsequent Contract Periods

- A. For the optional contract periods subsequent to 10/1/97 through 9/30/98, as specified below, the Contractor shall provide non-personal services for NASA as described in Article C-1, Scope of Work, on an indefinite quantity basis in accordance with clause 52.216-22, Indefinite Quantity, and other applicable terms and conditions hereof. The minimum and maximum order requirements are as follows within the periods indicated.

<u>Period</u>	<u>Labor Hours</u>	
	<u>Minimum</u>	<u>Maximum</u>
10/1/98-9/30/99	0	493,175
10/1/99-9/30/00	0	508,950
10/1/00-9/30/01	0	507,952
10/1/01-9/30/02	0	310,452

- B. As used herein, the term "labor hours" shall include only the productive hours of the employees assigned to this contract (including subcontracted and overtime labor hours).

**ARTICLE B-3 CONTRACT VALUE**

A. The contract value is comprised of estimated cost and fees as shown in Table B-3.A, Contract Value.

B. Available Award Fee (AAF)

1. Contract Period 10/1/97 to 9/30/98

The AAF for this period is as specified in Table B-3.C.

2. Subsequent Contract Periods

The estimated AAF's initially specified in Table B-3.C for the subsequent contract periods reflect the result of multiplying the maximum labor hours per period by the appropriate hourly AAF rate specified in Table B.5.B. The actual AAF's for these periods will be determined at the conclusion of each period as follows:

a. Each task order, as amended, if amended, will include a target number of direct and subcontract labor hours estimated to accomplish the work. A record of these target labor hours will be tabulated by the Contracting Officer on a cumulative basis within each contract period and periodically provided to the Contractor for verification.

b. At the end of each period the Contracting Officer will compute the actual AAF by multiplying the cumulative total task order direct and subcontract target hours for the period by the appropriate hourly AAF rate specified in Table B.5.B.

c. Within 10 working days of the end of each period the Contracting Officer will provide the Contractor a written notice of the actual AAF with supporting computations.

d. The contractor shall provide written confirmation of concurrence with, or reasons for disagreement with the actual AAF presented in the notice within five working days.

e. Upon receipt of the Contractor's confirmation, or resolution of a mutually agreed upon amount, the Contracting Officer shall issue a unilateral modification to the contract replacing the initial estimated AAF with the actual AAF.

**Table B-3.A CONTRACT VALUE**

<u>CONTRACT PERIOD</u>	<u>ESTIMATED COST</u>	<u>AWARD FEE*</u>	<u>INCENTIVE FEE*</u>	<u>CONTRACT VALUE</u>
<b>CY1: 10/01/97 -09/30/98</b>				
Initial award	\$15,648,377	\$422,198	N/A	\$16,070,575
Mod #10	3,615,320	0	N/A	3,615,320
Mod #12	2,049,191	(22,198)		2,026,993
Mod #17		(40,000)		
Total CY1:	\$21,312,888	\$360,000		\$21,672,888
<b>CY2: 10/01/98 -09/30/99</b>				
Mod #15	\$16,648,462	\$444,500	\$185,500	\$17,278,462
Mod #21	\$6,194,014	\$237,490	\$99,110	\$6,530,614
Mod #23	\$641,760	\$24,130	\$10,070	\$675,960
Mod # 32		(\$32,120)	\$63,920	\$31,800
Total CY2:	\$23,484,236	\$674,000	\$358,600	\$24,516,836
<b>CY3: 10/01/99 - 09/30/00</b>				
Mod # 26	\$17,052,362	\$458,500	\$189,000	\$17,699,862
Mod # 38	\$8,089,115	\$293,780	\$121,085	\$8,503,980
Mod # 39	\$2,921,924			\$2,921,924
Mod # 49		(\$30,910)	\$48,154	\$17,244
Total CY3:	\$28,063,401	\$721,370	\$358,239	\$29,143,010
<b>CY4: 10/01/00 -09/30/01</b>				
Mod # 54	\$17,468,442	\$476,000	\$189,000	\$18,133,442
	\$8,480,447	\$302,175	\$120,475	\$8,903,097
<b>Contract totals:</b>	<b>\$98,809,414</b>	<b>\$2,533,545</b>	<b>\$1,026,314</b>	<b>\$102,369,273</b>
<b>Option Periods</b>				
10/01/01 -09/30/02	\$17,902,442	\$490,000	\$192,500	\$18,584,942
<b>Total values:</b>	<b>\$116,711,856</b>	<b>\$3,023,545</b>	<b>\$1,218,814</b>	<b>\$120,954,215</b>

\*Includes available award fee and target incentive fee until such time as earned fees are entered into the table, at which time the contract value includes the earned fee amounts.

Earned Award Fee - The amount of award fee earned, if any, shall be determined in accordance with Article G-3, Award Fee For Service Contracts. Earned award fees will be reflected in Table B-3.C, Available and Earned Fees, as part of the unilateral contract modification described in Article G-3.C.

D. Available Target Incentive Fee (ATIF)

The estimated initial ATIF's specified in Table B-3 were determined using the same methodology as for the estimated initial AAF's. The actual ATIF for each period will be determined after the conclusion of the period via a two step process, as follows:

1. A "potential" ATIF will be computed and concurred upon concurrent with and using the same methodology and procedure as for the actual AAF as described in Section B.2, above, except for subpart B.2.e.
2. Once the "potential" ATIF is confirmed the actual ATIF will be computed after the technical performance award fee determination has been made by multiplying the "potential" ATIF by the following factor corresponding to the award fee score.

<u>Award Fee Score</u>	<u>Multiplication Factor</u>
91	0.75
92	0.80
93	0.85
94	0.90
95	0.95
96	1.00
97	1.00
98	1.00
99	1.00
100	1.00

If an award fee score below 91 is earned, no incentive fee will be available.

Table B-3.C Available and Earned Fees

PERIOD		AWARD FEE					INCENTIVE FEE	
FROM	TO	AVAIL.	EARNED	SCORE	RATING	% EARNED	TARGET	EARNED
10/01/97	09/30/98	400,000	360,000	90	Very Good	90	N/A	N/A
10/01/98	09/30/99	709,723	674,000	95	Excellent	95	297,786	358,600
10/01/99	09/30/00	752,280	721,370	97	Excellent	97	310,085	358,239
10/01/00	09/30/01	778,175					309,475	
10/01/01	09/30/02	490,000					192,500	

E. Earned Incentive Fee (EIF)

1. No incentive fee will be available within a period if the award fee score for the period is below 90.
2. If the award fee score for a period exceeds 90, then the EIF for the period will be determined using the following formula.

**EIF** = **ATIF** + (TC-AC)CSF, where

**EIF** shall not be less than 0% of **ATIF** nor greater than 200% of **ATIF**.

**ATIF** = the actual available target incentive fee computed pursuant to Section D.2, above.

**TC** = target cost computed pursuant to Section E.3, below.

**AC** = actual cost derived from the Contractor's September 533M reporting costs for the current contract period. The computation of EIF using this 533M data shall be considered final (except for correction of computational, data input, or other similar procedural errors), and not subject to later adjustment based upon cost disallowances, final indirect rates or other accounting adjustments.

**CSF** = contractor's share factor = 0.20

3. Computation of Target Cost (TC)

Computation of TC will be accomplished using the following formula.

**TC** = (TTDH x DHLR) + (TTSH x SHLR), where

**TTDH** = total target direct hours for the period as confirmed by the contractor pursuant to the procedures of Section B.2. above.

**DHLR** = direct hours labor rate for the applicable period from Table B.5.B.

**TTSH** = total target subcontract hours for the period as confirmed by the contractor pursuant to the procedures of Section B.2. above.

**SHLR** = subcontract hours labor rate for the applicable period from Table B.5.B.

F. Adjustment of Estimated Costs

The parties recognize that the labor rates reflected in Table B.5.B were derived from the average rates for the entire labor force during the first nine months of the initial contract period, and are a function of the skill mix requirements demanded by the nature of the Government directed work required during that period. The labor rates in the table assume that the nature of the work that will be ordered over the potential life of the contract will require a skill mix that reasonably approximates that upon which the rates were derived. However, since the nature of the work directed by the Government may change in a manner to measurably alter skill mix requirements; and, in order to permit the estimated costs to accurately reflect such Government directed requirements, it is hereby agreed that the Contractor may propose, or the Government may require the Contractor to develop a fully documented analysis, which may result in the Government proposing, that the estimated cost for any of the option periods specified in Article F-2, Period of Performance, be adjusted. Such proposals will not be considered for a particular contract period after March 31 of said period. Any adjustments pursuant to this provision shall be limited only to the impact of skill mix variances on the direct and subcontract labor force as a whole, before application of indirect rates, and shall not include any adjustments in the fee amounts or fee structures of the contract. Indirect rates utilized in determining an adjustment shall be those rates used to develop the labor rates first established in Table B.5.B via Contract Modification No. 12. The adjustment will include creation of replacement labor rates for Table B.5.B. The adjustment to estimated cost will be the value of the variance between the amount resulting from application of the adjusted labor rates to the maximum labor hours for the period and the existing estimated cost for these hours.

The determination as to whether the variances in costs as described herein are of such a significant amount as to warrant an adjustment to estimated costs shall be solely at the discretion of the Contracting Officer and not subject to dispute or appeal under any provisions of this contract.

**ARTICLE B-4 OTHER DIRECT COSTS**

Notwithstanding the provisions of Article G-7, Base Support, the Contractor may be required to provide Order Direct Cost (ODC) items necessary to accomplish the work ordered. ODC's include, but are not limited to, materials, supplies, equipment, maintenance services, travel, and training. ODC's are authorized only if such items/services are not available pursuant to Article G-7, Base Support. The estimated cost of this contract for each period includes an amount for the acquisition of such items or services. ODC costs shall be separately accumulated and reported in accordance with DRD-003. Such costs are considered non-fee-bearing.

**ARTICLE B-5 OPTIONS TO EXTEND THE PERIOD OF CONTRACT AND  
OPTIONS FOR INCREMENTAL INCREASE OF EFFORT**

**A. Options to Extend the Period of Contract**

1. This contract is renewable for the periods identified as options in Article F-2 at the option of the Government.
2. The Government will exercise its options to extend the term of the contract by written modification of this contract before the current contract performance period expires. The Government will give the Contractor preliminary written notice of intent to exercise an option at least 60 days prior to expiration of any current period of performance. Such preliminary notice does not commit the Government to exercise the option, nor will the failure to issue such notice obviate the Government's right to exercise said options.
3. If the Government exercises any option, the extended contract shall be considered to include this option provision.

4. The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years.
5. It is understood and agreed that any continued performance of services from period to period shall be at the sole determination of the Government and will be contingent upon prior satisfactory performance. Failure to renew the contract for any subsequent period of performance shall not be considered as a termination for the convenience of the Government.

**B. Options for Incremental Increase of Effort**

The Government may unilaterally increase the number of the labor hours required to be furnished pursuant to Article B-2, during any one year period of performance, by an amount ranging from 1 to 2,084,035 labor hours; provided that the cumulative total of option hours exercised does not exceed 2,084,035 labor hours for the five year contract period. If the Government elects to exercise its option to increase the number of labor hours, the Contractor will be notified by a contract modification executed by the Contracting Officer. If any option is exercised during the first contract period the number of minimum, target, and maximum labor hours set forth in Article B-2.I.A will be increased by the number of hours exercised. The estimated cost and available fees in Article B-3 will be increase by the dollar amounts reflected in Table B-5.B, Option Values, for each additional labor hour exercised. The per hour labor rates are inclusive of indirect costs as applicable.

Failure to exercise any option of the contract shall not be considered as a termination for the convenience of the Government. If the government exercises one or any of the options under this contract, the contract, as amended, shall include all terms and conditions of the contract as it exists immediately prior to the exercise of the additional option(s).

For historical tracking purposes, the following table is established to document the amount of labor-hours exercised and the optional labor-hours remaining available:

Option Hours at Award:	2,084,035
	( 134,000) (exercised via modification #10)
	( 187,000) (exercised via modification #21)
	( 19,000) (exercised via modification #23)
	( 198,500) (exercised via modification #38)
	( <u>197,500</u> ) (exercised via modification #54)
Balance	1,348,035

**ARTICLE B-6**

**RESERVED**

Table B-5.B OPTION VALUES

<u>If Exercised During the Period</u>	<u>Direct Labor</u>	<u>Subcontractor Labor</u>	<u>Available Award Fee</u>	<u>Target Incentive Fee</u>
10/01/98 - 9/30/99	\$35.19	\$50.72	\$1.43	\$0.60
10/01/99 - 9/30/00	36.42	52.49	1.48	0.61
10/01/00 - 9/30/01	37.69	54.33	1.53	0.61
10/01/01 - 9/30/02	39.01	56.23	1.58	0.62

**ARTICLE B-7      KSC 52.231-90 SPECIAL COST PROVISIONS (MAR 1992)**  
**(MODIFIED)**

Pursuant to the terms of the contract clause entitled "Allowable Cost and Payment (NASA Deviation)", the Contractor shall be reimbursed for such actual and allowable expenditures incurred in the performance of work required by this contract as may be approved by the Contracting Officer subject to the following limitations and provisions:

- A.      Travel -** Travel required in the performance of work under this contract must be in accordance with the Contractor's approved written travel policy.
  
- B.      Provisional Billing Rates and Reimbursement Ceiling Rates**
  1. Provisional billing rates for indirect cost pools shall be set at the discretion of the Contracting Officer based upon proposals from the Contractor and following review by Government auditors. These provisional rates shall be specified in writing and may be revised either retroactively or prospectively by the Contracting Officer. Prior to each Contractor fiscal year, the contractor shall submit a proposal for the coming year's provisional billing rates. If during the course of any particular year a significant disparity should arise between the approved provisional billing rates and actual rates, the Contractor shall submit a proposal requesting consideration for revision of the provisional rates to ones more closely reflective of the actual rates anticipated for the year. After expiration of each of its fiscal years, at the time the Contractor submits the final indirect cost rates proposal required by paragraph (d)(2) of FAR 52.216-7, "Allowable Cost and Payment", the provisional billing rates for the year in question shall be changed to proposed final rates, subject to the reimbursement ceiling rates specified in the contract, and the Contractor shall adjust its billings accordingly.
  
  2. Notwithstanding the terms of the contract clause entitled "Allowable Cost and Payment," the Contractor shall not be reimbursed for General and Administrative (G&A) Costs in excess of ██████ for the entire period of performance of this contract. The base for application of G&A costs is defined as total cost input, excluding G&A.

**C. Relocation**

1. Reimbursement for relocation costs shall be in accordance with the provisions of FAR 31.205-35. No relocation costs will be reimbursable under this contract for employees who residence at the time of hiring or assignment to this contract was within a fifty (50) mile radium of Kennedy Space Center, Florida. The average reimbursement for relocation costs shall not exceed \$5,000 unless authorized by the Contracting Officer.
2. It is mutually agreed that the Contractor shall not be entitled to reimbursement for cost of relocating employees to their "home" site or any other gaining Contractor activity.

**D. Household Goods Shipments**

1. Movement of household goods and personal effects of Contractor employees, when the total transportation costs are to be reimbursed by the Government, shall be made by carriers furnishing reduced rates under Section 107.21 quotations of the Interstate Commerce Act, when such rates are available. The Contractor shall inform the Chief, Transportation Office, FF-S2-D, Kennedy Space Center, Florida, Telephone No. (407) 867-2860, of each planned movement, and the transportation office will provide the Contractor with applicable instructions for household goods movement and other support or guidance that is requested.
2. The Contractor shall furnish the Chief, Transportation Office, FF-S2-D, Kennedy Space Center, Florida with advanced information of any planned mass movement of personnel (10 or more families) thirty (30) or more days prior to the start of any major relocations in order to provide the Government with sufficient time for rate negotiation action.
3. Carrier's bill of lading and related shipping documents will be annotated with the following statement:  
"TRANSPORTATION HEREUNDER IS FOR THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, AND THE ACTUAL TOTAL TRANSPORTATION CHARGES PAID TO THE CARRIER(S) BY THE CONSIGNOR ORE CONSIGNEE ARE TO BE

REIMBURSED BY THE GOVERNMENT, PURSUANT TO COST REIMBURSABLE CONTRACT NO. NAS10-98001. THIS MAY BE CONFIRMED BY CONTACTING SUCH AGENCY AT (407) 867-2860."

4. One (1) copy of all carriers' bills of lading shall be furnished to the Chief, Transportation Office, FF-S2-D, Kennedy Space Center, Florida on movements of household goods and personal effects which are the result of the relocation of the Contractor employees when the total transportation costs are to be reimbursed by the Government. Requests for deviations from the procedures established by this clause shall be in writing and addressed to the Contracting Officer.
  5. Such requests must be made prior to the proposed move and in sufficient time for the Contracting Officer to make a decision. Failure to comply with the provisions of this clause may result in the disallowance of costs which are in excess of those which would have resulted from utilization of reduced rates obtainable under the provisions of this clause.
- E. **Severance Pay** - Reimbursement of severance pay shall be in accordance with provisions of FAR 31.205-6(g). However, in no event will the Government reimburse the Contractor for severance pay for any Contractor employee who voluntarily elects to stay in place and work for a succeeding contractor.
- F. **Bonuses to Hourly Employees** - To the extent that bonuses paid to employees will result in a retroactive payment to account for the adjustment of the base rate upon which overtime pay is calculated, such retroactive payments shall not be considered allowable costs under this contract.

#### **ARTICLE B-8 INCUMBENT EMPLOYEE EARNED SICK LEAVE AND SICK LEAVE ACCRUAL**

The Contractor shall credit the earned sick leave accounts of those incumbent employees hired on this contract within 30 days of commencing contract performance by transferring the earned sick leave balances of those employees as of the last day of their employment under predecessor contract number NAS10-11943.

The Contractor shall ensure that the sick leave accrual rates of those incumbent employees hired on this contract within 30 days of commencing contract performance are maintained under this contract at the same rate those employees were accruing sick leave as of the last day of their employment under predecessor contract NAS10-11943, the costs of these carry-over hours will not be paid under the successor contract unless used.

#### **ARTICLE B-9 INCUMBENT EMPLOYEE ANNUAL LEAVE ACCRUAL**

The Contractor shall ensure that the annual leave accrual rates of those incumbent employees hired on this contract within 30 days of commencing contract performance are maintained under this contract at the same rate those employees were accruing annual leave as of the last day of their employment under predecessor contract NAS10-11943.

#### **ARTICLE B-10 RESERVED**

ARTICLE B-11      COVERAGE OF PRE-EXISTING MEDICAL CONDITIONS

Health insurance provided to incumbent employees hired under this contract within 30 days of commencing contract performance will include coverage of pre-existing medical conditions currently covered under the insurance provided by the incumbent contractor.

ARTICLE B-12      NFS 1852-.232-81 CONTRACT FUNDING (JUN 1990)  
(Revised - Modification # 34)

- A. For purposes of payment of cost, exclusive of fee, pursuant to the Limitation of Funds clause, the total amount allotted by the Government is defined in Table B-12, Contract Value and Funding.
- B. Regardless of the total contract funding, the provisions of the "Limitations of Funds" Clause shall separately apply to each of the Cof F amounts identified in the Contract Table B-12 A, Facilities Projects: Values and Funding. In the event that the Cof F funding specified in the Table is less than the value of the Cof F portion of a project, then the provisions of the LOF clause shall apply separately to the amount of the CofF funding and the sum of the CofF funding plus the Engineering Services value. The amounts specified in contract Table B-12 are inclusive of the funding specified in Table B-12 A.

Table B-12 CONTRACT VALUE & FUNDING

CONTRACT MOD	CONTRACT VALUE	CONTRACT FUNDING					
		ODC	ALL OTHER COSTS	TOTAL COSTS	FEE	TOTAL COST AND FEE	ADEQUATE THRU DATE
Basic	\$16,070,575	\$500,000	\$480,769	\$980,769	\$19,231	\$1,000,000	10/22/1997
1		250,000	1,024,650	1,274,650	40,986	1,315,636	11/17/1997
2		250,000	654,615	904,615	26,185	930,800	12/10/1997
3		12,452	1,105,371	1,117,823	36,124	1,153,947	01/03/98
4		726,823	2,133,009	2,859,832	86,903	2,946,735	03/05/98
5		1,610,156	3,872,422	5,482,578	159,632	5,642,210	07/04/98
6		1,671,192	3,847,546	5,518,738	53,137	5,571,875	08/18/98
8		2,660,340	289,012	2,949,352		2,949,352	09/30/98
9			5	5		5	09/30/98
10	3,615,320						
12	2,026,993		22,198	22,198	-22,198		
14		-2,446,751	4,099,097	1,652,346	86,360	1,738,706	10/31/1998
15	17,278,462						
16		66,564	1,992,643	2,059,207	109,838	2,169,045	12/09/1998
17	(40,000)						
18		939,128	2,486,031	3,425,159	86,969	3,512,128	01/30/1999
19		2,027,375	8,558,439	10,585,814	470,351	11,056,165	07/15/1999
20		580,000	2,105,819	2,685,819	116,024	2,801,843	08/30/1999
21	6,530,614						
22		718,270	1,861,259	2,579,529	-227,552	2,351,977	09/30/1999
23	675,960		698,690	698,690	318,810	1,017,500	09/30/1999
24							
25							
26	17,699,862	2,000,340	199,691	2,200,031		2,200,031	10/23/1999
27							
28							
29		500,000	2,091,729	2,591,729	158,626	2,750,355	12/01/1999
30			285,500	285,500	44,500	330,000	12/15/1999
31			2,097,277	2,097,277	142,000	2,239,277	01/25/2000
32	31,800						
33		2,100,000	7,355,795	9,455,795	299,770	9,755,565	05/12/2000
35		555,526	7,776,707	8,332,233	409,984	8,742,217	09/30/2000
38	8,503,980						
39	2,921,924	2,921,924		2,921,924	39,285	2,961,209	09/30/2000
42	18,133,442						
43		1,722,444	1,410,380	3,132,824	294,456	3,427,280	01/13/2001
47		430,611	1,436,622	1,867,233	81,776	1,949,009	02/09/2001
49	17,244						
50			5,487,045	5,487,045	175,554	5,662,599	04/15/2001
52			2,788,108	2,788,108	93,249	2,881,357	05/06/2001
54	8,903,097	1,223,119	5,018,705	6,241,824	329,889	6,571,713	08/11/2001
56		629,760	600,641	1,230,401	129,970	1,360,371	09/01/2001
Totals:	\$102,369,273	\$21,649,273	\$71,779,775	\$93,429,048	\$3,559,859	\$96,988,907	09/01/2001

Table B-12A Facilities Projects: Values and Funding

Title	Task Order No.	Contract Value		R&D Funding		Coif Funding		Total Funding
		R&D	Coif	Amount	Good Thru	Amount	Good Thru	
Cryogenics Testbed Facility Hazardous Test Area Development	3MLE004	\$ 906,000	\$ 216,000	\$ 906,000	09/30/2000	\$ 216,000	09/30/2000	\$ 1,122,000
	3MLE008	\$ 240,000	\$ 325,000	\$ 240,000	09/30/2000	\$ 325,000	09/30/2001	\$ 565,000
	4ISE421	\$ 679,080	\$ 41,237	\$ 679,080	09/30/2001	\$ 25,920	09/30/2001	\$ 705,000
	4IAP470	\$ 860,137	\$ 48,763	\$ 860,137	09/30/2001	\$ 48,763	09/30/2001	\$ 908,900
EDL Support Buildings	4MLE477	\$ 191,137	\$ 30,000	\$ 191,137	09/30/2001	\$ 30,000	09/30/2001	\$ 221,137
	Total	\$ 1,730,354	\$ 120,000	\$ 1,730,354	09/30/2001	\$ 104,683	09/30/2001	\$ 1,835,037
Vibroacoustics Lab Development	4MLE537	\$ -	\$ 312,796	\$ -	09/30/2001	\$ 312,796	09/30/2001	\$ 312,796
	4IMSC501	\$ 147,000	\$ 176,000	\$ 147,000	09/30/2001	\$ 176,000	09/30/2001	\$ 323,000
	Total	\$ 147,000	\$ 488,796	\$ 147,000	09/30/2001	\$ 488,796	09/30/2001	\$ 635,796

The Contractor shall not proceed with any Task Order direction for the accomplishment of facilities projects unless it is accompanied by an approved Facility Project Brief Description (NASA Form 1509) and Table B-12A has been updated to reflect the value/funding levels through a modification to the contract.

**PART I - THE SCHEDULE****Section C****Description/Specifications/Work Statement****ARTICLE C-1 KSC 52.210-90 SCOPE OF WORK (FEB 1990) (MODIFIED)**

- A. The Contractor shall perform, on a Work Order basis, the effort described in Attachment J-1 entitled "Statement of Work."
- B. The Government will issue Work Orders to the Contractor in accordance with Attachment J-1, Appendix 3 "Work Order Procedure" for the performance of work under this contract. Each Work Order will define the specific tasks to be performed including performance standards and metric reporting requirements. The Contractor shall accomplish the tasks in accordance with the Work Orders, but such tasks shall not exceed the amount of labor hours set forth in Article B-2 entitled "Effort Required During Contract Performance."
- C. The Contractor's obligation under this contract may include resolution of unusual or emergency situations or increased work volume which may occur from time to time. Such requirements shall be considered to be within the general scope of the contract, entirely within the Contractor's original contractual obligation, and will not constitute nor be construed as a change within the meaning of the Changes clause of this contract. However, if such work is considered by the Contractor to be outside the scope of his contractual obligation, the Contractor, before performing any effort pursuant to such Government direction, shall refer such questions to the Contracting Officer for resolution.

**ARTICLE C-2 DATA REQUIREMENTS LIST**

- A. The Contractor shall furnish all data identified and described in Attachment J-1, Appendix 1 (Data Requirements List - KSC Form 16-245, hereinafter called DRL) and in supplemental DRLs to be subsequently furnished to the Contractor for additional data which the Government is authorized to request in accordance with the terms of this contract. Such data shall be prepared in accordance with the Data Requirement Description - KSC Form 16-246 (hereinafter called DRD) attached to the DRL and referenced in the DRL for each line item of data specified in the DRL.
- B. The Government reserves the right to reasonably defer the dates of delivery of any or all line items of data specified in the DRL. Such right may be exercised at no increase in the contract amount. The Government also reserves the right to terminate the requirement for any or all line items of data specified in the DRL. In the event the Government exercises this right, the contract amount shall be subject to equitable adjustment in accordance with the clause hereof entitled "Changes".
- C. To the extent that data required to be furnished by other provisions of this contract are also identified and described in the DRL, or supplemental DRLs, and in the DRDs referenced in such DRL(s), compliance with the DRL shall be accepted as compliance with such other provisions. In the event of conflict between the identity and description of data called for by specific provisions of this contract and the DRL or DRDs, the DRL and DRDs shall control the data to be furnished.
- D. Nothing contained in this Data Requirements List provision shall relieve the Contractor from furnishing data called for by, or under the authority of, other provisions of this contract which are not identified and described in the DRL attached to this contract. Whenever such data are identified, either by the Contractor or the Government, they will be listed on a DRL and described on DRDs.

- E. Except as otherwise provided in this contract, the cost of data to be furnished in response to the DRL attached to this contract is included in the estimated cost and shall be reimbursed in accordance with the Allowable Cost and Payment clause.

**PART I - THE SCHEDULE**

**Section D**

**Packaging and Marking**

This section reserved.

**PART I - THE SCHEDULE****Section E****Inspection and Acceptance****ARTICLE E-1 INSPECTION AND ACCEPTANCE**

Inspection and acceptance shall be in accordance with FAR Clauses 52.246-3 and 52.246-5 and shall be performed at Kennedy Space Center, Cape Canaveral Air Station, and such other places of performance or delivery of work required under this contract.

**ARTICLE E-2 FAR 52.246-3 INSPECTION OF SUPPLIES - COST-REIMBURSEMENT (APR 1984)****A. Definitions**

"Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

1. All or substantially all of the Contractor's business;
2. All or substantially all of the Contractor's operation at a plant or separate location at which the contract is being performed; or
3. A separate and complete major industrial operation connected with performing this contract.

"Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

- B. The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- C. The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- D. If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery; and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.
- F. At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with

contract requirements. Except as otherwise provided in paragraph H. below, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced without disclosing the former requirement for replacement or correction and, when required, shall disclose the corrective action taken.

- G. 1. If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may—
- a. by contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fee paid or payable under the contract;
  - b. require delivery of undelivered supplies at an equitable reduction in any fee paid or payable under the contract; or
  - c. terminate the contract for default.
2. Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fee shall be a dispute.
- H. Notwithstanding paragraphs F. and G. above, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies if the nonconformances are due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- I. This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.
- J. The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery except as provided in this clause or as may be otherwise provided in the contract.
- K. Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

**ARTICLE E-3 FAR 52.246-5 INSPECTION OF SERVICES—COST-REIMBURSEMENT (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 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 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 reperformance, 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 to 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.

PART I - THE SCHEDULE

Section F

Deliveries or Performance

ARTICLE F-1 KSC 52.212-92 PLACE OF PERFORMANCE (FEB 1990)

The place of performance shall be at the Kennedy Space Center, Cape Canaveral Air Station, and at such other locations as may be approved in writing by the Contracting officer.

ARTICLE F-2 NFS 1852.211-72 PERIOD OF PERFORMANCE (DEC 1988)

The period of performance of this contract, through the exercise of option 3, is October 1, 2000 through September 30, 2001.

There is one option period remaining which, if exercised, will extend the period of performance as follows:

<u>Option</u>	<u>Period of Performance</u>
4	October 1, 2001 through September 30, 2002

## PART I - THE SCHEDULE

## Section G

Contract Administration Data**ARTICLE G-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE**  
**(JUN 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

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

<u>Clause Number</u>	<u>Title</u>
1852.242-73	NASA/CONTRACTOR FINANCIAL MANAGEMENT REPORTING (APR 1994)
1852.227-11	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM)
1852.242-71	TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988)
1852.243-71	SHARED SAVINGS (DEC 1996)
1852.245-71	INSTALLATION-PROVIDED GOVERNMENT PROPERTY (MAR 1989)

**ARTICLE G-2 NFS 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT**  
**(DEC 1988)**

A. Public vouchers for payment of costs shall include a reference to this Contract No. NAS10-98001 and be forwarded through the cognizant DCAA office to:

John F. Kennedy Space Center, NASA  
Cost and Commercial Services Branch  
GG-B1-A  
Kennedy Space Center, FL 32899

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

B. The Contractor shall prepare vouchers as follows:

1. One original Standard Form SF 1034, SF 1035, or equivalent Contractor's attachment.
2. Seven copies of SF 1034A, SF 1035A, or equivalent Contractor's attachment.
3. The Contractor shall mark SF 1034A copies 1, 2, 3, 4, and such other copies as may be directed by the Contracting Officer by insertion in the memorandum block the names and addresses as follows:
  - a. Copy 1, NASA Contracting Officer
  - b. Copy 2, Auditor
  - c. Copy 3, Contractor
  - d. Copy 4, Contract administration office

- e. Copy 5, Project management office
- C. Public vouchers for payment of fee shall be prepared similarly and be forwarded to:
- John F. Kennedy Space Center, NASA  
Attn: Contracting Officer  
OP-OSO  
Kennedy Space Center, FL 32899

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

- D. 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.

**ARTICLE G-3 NFS 1852.216-76 AWARD FEE FOR SERVICE CONTRACTS (OCT 1996) ALTERNATE I (OCT 1996)**

- A. The Contractor can earn award fee from a minimum of zero dollars to the maximum stated in Article B-3.
- B. Beginning 12 months after the effective date of this contract, the Government will evaluate the Contractor's performance every performance period, including option periods exercised pursuant to Article F-2, to determine the amount of award fee earned by the Contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with Attachment J-4. 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 Contracting Officer will issue a unilateral modification to the contract that will recognize the award fee earned. The Contractor is not required to submit a separate voucher for earned award fee. The Cost and Commercial Service Branch, Code GG-B1-A, will make payment based on the unilateral modification.
- 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% 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 Article B-3. Award fee which is not earned in a evaluation period cannot be reallocated to future evaluation periods.
- F. 1. Pending a determination of the amount of award fee earned for an evaluation period, a portion of the available award fee for that period will be paid to the Contractor on a monthly basis. The portion paid will be 80% of the current period's available amount or the equivalent of the prior period's interim fee, whichever is lower; provided, however, that when 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. This determination is not subject to the Disputes clause.

2. In the event the amount of award fee earned, as determined by the FDO, is less than the sum of the provisional payments made for that period, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.
  3. Provisional award fee payments will be made prior to the first award fee determination by the Government.
- G. Award fee determinations made by the Government under this contract are not subject to the Disputes clause.

**ARTICLE G-4 NFS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (APR 1984)**

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

<u>Title</u>	<u>Office Code</u>	<u>Address (including zip code)</u>
New Technology Representative	DE-TPO	John F. Kennedy Space Center, NASA Kennedy Space Center, FL 32899
Patent Representative	DE-TPO	John F. Kennedy Space Center, NASA Kennedy Space Center, FL 32899

- B. Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a New Technology clause or Patent Rights Retention by the Contractor (Short Form) clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.375-3 of the NASA FAR Supplement.

**ARTICLE G-5 NFS 1852.242-70 TECHNICAL DIRECTION (SEP 1993)**

- A. Performance of the work under this contract is subject to the written technical direction of the Contracting Officer's Technical Representatives (COTRs), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. For purposes of this contract, the COTRs are the Contract Technical Manager (CTM) and Technical Representatives (TRs). "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.
- B. The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that --
1. Constitutes an assignment of additional work outside the Statement of Work;

2. Constitutes a change as defined in the Changes clause;
  3. Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
  4. Changes any of the expressed terms, conditions, or specifications of the contract; or
  5. Interferes with the Contractor's rights to perform the terms and conditions of the contract.
- C. All technical direction shall be issued in writing by the COTR.
- D. The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph B. above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is --
1. Rescinded in its entirety; or
  2. Within the requirements of the contract and does not constitute a change under the Changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- E. A failure of the Contractor and the Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the Changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- F. Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

**ARTICLE G-6 NFS 1852.245-77 LIST OF INSTALLATION-PROVIDED PROPERTY AND SERVICES (MAR 1989)**

In accordance with the Installation-Provided Government Property clause of this contract, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, while on-site at the NASA installation.

- A. Office space, work area space, and utilities. The Contractor shall use Government telephones for official purposes only. Pay telephone stations are available for the convenience and use of employees in making unofficial calls, both local and long distance.
- B. General and special-purpose equipment, including office furniture.
  1. Equipment to be made available to the Contractor for use in performance of this contract on-site and at such other locations as approved by the Contracting Officer is listed in Attachment J-2. The Government retains accountability for this property under the Installation-Provided Government Property clause, regardless of its authorized location.
  2. If the Contractor acquires property as a direct cost under this contract, this property also shall become accountable to the Government upon its entry into the

NASA Equipment Management System (NEMS) in accordance with the property reporting requirements of this contract.

3. The Contractor shall not bring on-site for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
- C. Supplies from stores stock.
  - D. Publications and blank forms stocked by the installation.
  - E. Safety and fire protection for Contractor personnel and facilities.
  - F. Installation service facilities: None.
  - G. Medical treatment of a first aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
  - H. Cafeteria privileges for Contractor employees during normal operating hours.
  - I. Building maintenance for facilities occupied by Contractor personnel.
  - J. Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site as approved by the Contracting Officer.
  - K. The responsibilities of the Contractor as contemplated by paragraph (a) of the Installation-Provided Government Property clause are defined in the following property management directives and installation supplements to these Directives:
    1. NHB 4200.1D, NASA Equipment Management Manual
    2. NHB 4200.2A, Equipment Management User's Handbook for Property Custodians
    3. NHB 4300.1, w/ch 2, NASA Personal Property Disposal Manual
    4. NHB 4100.1C, NASA Materials Inventory Management Manual

#### **ARTICLE G-7 BASE SUPPORT**

- A. It is the Government's policy to furnish, to the maximum practicable extent and on a no-charge-for-use basis, available property, equipment, and services (including internet access) for the on-site use of contractors working at Kennedy Space Center and the Cape Canaveral Air Station. Therefore, to avoid unnecessary duplication of facilities and capabilities, the Contractor shall utilize available assigned Government facilities, equipment, tools, supplies, materials, hardware and services as specified in the attachments to this contract; and in KHB 4000.1C w/ch 3, entitled "Supply Support System Manual."

Property items provided in accordance with the provisions of this clause will be subject to the provisions of NFS 1852.245-71 "Installation-Provided Government Property."

- B. In the event the Government is unable to provide the items specified in paragraph A. above, or in the event the items are not available in a timely manner through Government resources, such items as are required in the performance of this contract may be procured by the Contractor subject to the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)."
- C. The Contractor agrees to make every reasonable effort to anticipate and make known to the Government what its requirements are sufficiently in advance to permit the

Government to fulfill them in a timely manner in order to minimize Contractor procurement.

- D. Items generally considered "fixtures" (i.e., become a part of the premises when installed, such as water coolers, air conditioners, partitions ...) shall not be purchased by the Contractor under the authority of this clause. Additionally, items of a capital nature shall not be purchased under the authority of this clause without the prior written approval of the Contracting Officer.

**ARTICLE G-8 GOVERNMENT FURNISHED PROPERTY (Incorporated via Modification 24)**

The Government property to be furnished under this contract is set forth in Section J, Attachment J-2 of this contract.

**A. Rent-Free Use**

1. The Contractor may enter into arrangements with other on-site contractors to perform certain work in furtherance of KSC objectives. To this end, the contractor is authorized to use, on a rent-free non-interference basis, the Government-furnished property and facilities provided under this contract. This authority may be unilaterally withdrawn by the Government without adjustment to any other provision of this contract.

**ARTICLE G-9 KSC 52.239-90 KSC INFORMATION TECHNOLOGY (IT) SECURITY PROGRAM (AUG 1999)  
(Incorporated via Modification 25)**

KSC Contractors that process NASA data shall comply with NASA's Information Technology (IT) Security Program. Contractors shall ensure as computers are reassigned or excessed that computer's hard disks are erased so that sensitive data and Government-licensed software cannot be recovered.

The Contractor shall comply with the following:

- a. NPD 2810.1, Security of Information Technology, available for review at [http://nodis.hq.nasa.gov/Library/Directives/NASA-WIDE/Policies/Legal\\_Policies/N\\_PD\\_2810.1.html](http://nodis.hq.nasa.gov/Library/Directives/NASA-WIDE/Policies/Legal_Policies/N_PD_2810.1.html)
- b. NPG 2810, Security of Information Technology, available for review at [http://www.ksc.nasa.gov/nasa-only/cio/nasadocs/npg2810\\_21may99.pdf](http://www.ksc.nasa.gov/nasa-only/cio/nasadocs/npg2810_21may99.pdf)
- c. KDP-KSC-P-1836, Removing Data and Licensed Software from Information Technology Storage Devices, available for review under Kennedy Documented Procedures, (AA) at [http://wit.ksc.nasa.gov/BusinessWorld/html/ksc\\_procedures.html](http://wit.ksc.nasa.gov/BusinessWorld/html/ksc_procedures.html)

**ARTICLE G-10 KSC 52.236-130 CONDUCT OF FACILITY PROJECTS (APR 2000) (Incorporated via Modification 40)**

**A. Approval**

The contractor shall not award or otherwise proceed with implementation of any facility project without a NASA approved Facility Project - Brief Project Document (NASA Form 1509). The contractor shall prepare or otherwise support the preparation of NASA Form 1509's in accordance with the current edition of NPG 8820.2, Facility Project Implementation Handbook, and the current version of the KSC procedure for Facility Project Approval and Implementation. For purposes of this requirement a Facility Project is defined as any new construction, repair, and /or modification affecting Government real property located on KSC regardless of the source of funding, or located elsewhere and funded by KSC, and costing more than \$50,000. Planning and design activities leading to the implementation of the actual construction, repair or modification work normally can be accomplished prior to 1509 approval. When in doubt, guidance as to whether or not a particular activity is a Facility Project, is "implementation" versus "planning and design," and / or the

applicability of this requirement in relation to specific projects should be obtained from the KSC Spaceport Services Management Integration Office.

## **B. File Documentation**

Construction subcontract file documentation shall include a copy of the approved NASA Form 1509 authorizing the project. For construction subcontracts requiring Contracting Officer consent, the consent file shall include a copy of the approved NASA Form 1509 authorizing the project.

### **ARTICLE G-11 KSC 52.223-105 EMERGENCY MEDICAL TREATMENT (JUN 2000)**

(Incorporated via Modification 41)

The contractor shall immediately call 911 for assistance with personnel injury or illness for any incident requiring emergency medical treatment for contractor or subcontractor personnel, or invitees on KSC, or if any person on the job site is rendered unconscious. The contractor shall require the victim to sign an appropriate "refusal of treatment" form, if medical evaluation/treatment is offered and refused.

### **ARTICLE G-12 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUL 2000) (Incorporated via Modification # 44)**

a) The Contractor shall comply with the security requirements outlined in NASA Policy Directive (NPD) 2810.1, Security of Information Technology, and NASA Procedures and Guidelines (NPG) 2810.1, Security of Information Technology. These policies apply to all IT systems and networks under NASA's purview operated by or on behalf of the Federal Government, regardless of location.

(b)(1) The Contractor shall ensure compliance by its employees with Federal directives and guidelines that deal with IT Security including, but not limited to, OMB Circular A-130, Management of Federal Information Resources, OMB Circular A-130 Appendix III, Security of Federal Automated Information Resources, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.), and all applicable Federal Information Processing Standards (FIPS).

(2) All Federally owned information is considered sensitive to some degree and must be appropriately protected by the Contractor as specified in applicable IT Security Plans. Types of sensitive information that may be found on NASA systems that the Contractor may have access to include, but are not limited to –

(i) Privacy Act information (5 U.S.C. 552a et seq.);

(ii) Export Controlled Data, (e.g. Resources protected by the International Traffic in Arms Regulations (22 CFR Parts 120-130)).

(3) The Contractor shall ensure that all systems connected to a NASA network or operated by the Contractor for NASA conform with NASA and Center security policies and procedures.

a)(1) The Contractor's screening of Contractor personnel will be conducted in accordance with NPG 2810.1, Section 4.5 for personnel requiring unescorted or unsupervised physical or electronic access to NASA systems, programs, and data.

The Contractor shall ensure that all such employees have at least a National Agency Check investigation. The Contractor shall submit a personnel security questionnaire (NASA Form 531), Name Check Request for National Agency Check (NAC) investigation, and Standard Form 85P, Questionnaire for Public Trust Positions (for specified sensitive positions), and a Fingerprint Card (FD-258 with NASA overprint in Origin Block) to the Center Chief of Security for each Contractor employee requiring screening. The required forms may be obtained from the Center Chief of Security. In the event that the NAC is not satisfactory, access shall not be granted. At the option of the Government, background screenings may not be required for employees with recent or current Federal Government investigative clearances.

(3) The Contractor shall have an employee checkout process that ensures --

(i) Return of badges, keys, electronic access devices and NASA equipment;

(ii) Notification to NASA of planned employee terminations at least three days in advance of the employee's departure. In the case of termination for cause, NASA shall be notified immediately. All NASA accounts and/or network access granted terminated employees shall be disabled immediately upon the employee's separation from the Contractor; and

(iii) That the terminated employee has no continuing access to systems under the operation of the Contractor for NASA. Any access must be disabled the day the employee separates from the Contractor.

(4) Granting a non-permanent resident alien (foreign national) access to NASA IT resources requires special authorization. The Contractor shall obtain authorization from the Center Chief of Security prior to granting a non-permanent resident alien access to NASA IT systems and networks.

(d)(1) The Contractor shall ensure that its employees with access to NASA information resources receive annual IT security awareness and training in NASA IT Security policies, procedures, computer ethics, and best practices.

(2) The Contractor shall employ an effective method for communicating to all its employees and assessing that they understand any Information Technology Security policies and guidance provided by the Center Information Technology Security Manager (CITSM) and/or Center CIO Representative as part of the new employee briefing process. The Contractor shall ensure that all employees represent that they have read and understand any new Information Technology Security policy and guidance provided by the CITSM and Center CIO Representative over the duration of the contract.

(3) The Contractor shall ensure that its employees performing duties as system and network administrators in addition to performing routine maintenance possess specific IT security skills. These skills include the following:

(i) Utilizing software security tools.

(ii) Analyzing logging and audit data.

(iii) Responding and reporting to computer or network incidents as per NPG 2810.1.

(iv) Preserving electronic evidence as per NPG 2810.1.

(v) Recovering to a safe state of operation.

The Contractor shall provide training to employees to whom they plan to assign system administrator roles. That training shall provide the employees with a full level of proficiency to meet all NASA system administrators' functional requirements. The Contractor shall have methods or processes to document that employees have mastered the training material, or have the required knowledge and skills. This applies to all system administrator requirements.

(e) The Contractor shall promptly report to the Center IT Security Manager any suspected computer or network security incidents occurring on any system operated by the Contractor for NASA or connected to a NASA network. If it is validated that there is an incident, the Contractor shall provide access to the affected system(s) and system records to NASA and any NASA designated third party so that a detailed investigation can be conducted.

(f) The Contractor shall develop procedures and implementation plans that ensure that IT resources leaving the control of an assigned user (such as being reassigned, repaired, replaced, or excessed) have all NASA data and sensitive application software permanently removed by a NASA- approved technique. NASA-owned applications acquired via a "site license" or "server license" shall be removed prior to the resources leaving NASA's use. Damaged IT storage media for which data recovery is not possible shall be degaussed or destroyed. If the assigned task is to be assumed by another duly authorized person, at the Government's option, the IT resources may remain intact for assignment and use of the new user.

(g) The Contractor shall afford NASA, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases and personnel. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data, and to preserve evidence of computer crime.

(h)(1) The Contractor shall document all vulnerability testing and risk assessments conducted in accordance with NPG 2810.1 and any other IT security requirements specified in the contract or as directed by the Contracting Officer.

(2) The results of these tests shall be provided to the Center IT Security Manager. Any Contractor system(s) connected to a NASA network or operated by the Contractor for NASA may be subject to vulnerability assessment or penetration testing as part of the Center's IT security compliance assessment and the Contractor shall be required to assist in the completion of these activities.

(3) A decision to accept any residual risk shall be the responsibility of NASA. The Contractor shall notify the NASA system owner and the NASA data owner within 5 working days if new or unanticipated threats or hazards are discovered by the Contractor, made known to the Contractor, or if existing safeguards fail to function effectively. The Contractor shall make appropriate risk reduction recommendations to the NASA system owner and/or the NASA data owner and document the risk or modifications in the IT Security Plan.

(i) The Contractor shall develop a procedure to accomplish the recording and tracking of IT System Security Plans, including updates, and IT system penetration and vulnerability tests for all NASA systems under its control or for systems outsourced to them to be managed on behalf of NASA. The Contractor must report the results of these actions directly to the Center IT Security Manager.

(j) When directed by the Contracting Officer, the Contractor shall submit for NASA approval a post-award security implementation plan outlining how the Contractor intends to meet the requirements of NPG 2810.1. The plan shall subsequently be incorporated into the contract as a compliance document after receiving Government approval. The plan shall demonstrate thorough understanding of NPG 2810.1 and shall include

At a minimum, the security measures and program safeguards to ensure that IT resources acquired and used by Contractor and subcontractor personnel --

- (1) Are protected from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted;
  - (2) Can maintain the continuity of automated information support for NASA missions, programs, and functions;
  - (3) Incorporate management, general, and application controls sufficient to provide cost-effective assurance of the systems' integrity and accuracy;
  - (4) Have appropriate technical, personnel, administrative, environmental, and access safeguards;
  - (5) Document and follow a virus protection program for all IT resources under its control; and
  - (6) Document and follow a network intrusion prevention program for all IT resources under its control.
- (k) Prior to selecting any IT security solution, the Contractor shall consult with their Center IT Security Manager to ensure interoperability and compatibility with other systems with which there is a data or system interface requirement.
- (l) The Contractor shall comply with all Federal and NASA encryption requirements for NASA flight programs (e.g., secure flight termination systems, encryption for satellite uplinks, encryption for flight and satellite command and control for both up and down link) and involve the Center Communications Security (COMSEC) Manager when selecting encryption solutions.
- (m) The Contractor shall incorporate this clause in all subcontracts where the requirements identified in this clause are applicable to the performance of the subcontract.

(End of clause)

## PART I - THE SCHEDULE

## Section H

Special Contract Requirements**ARTICLE H-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

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

<u>Clause Number</u>	<u>Title</u>
1852.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING (AUG 1993)
1852.223-70	SAFETY AND HEALTH (MAR 1997)
1852.228-72	CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES (SEP 1993)
1852.228-76	CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES (DEC 1994)
1852.228-78	CROSS-WAIVER OF LIABILITY FOR NASA EXPENDABLE LAUNCH VEHICLE (ELV) LAUNCHES (SEP 1993)
1852.246-70	MISSION CRITICAL SPACE SYSTEM PERSONNEL RELIABILITY PROGRAM (MAR 1997)

**ARTICLE H-2 KSC 52.242-90 CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES (Dec 2000) Incorporated via Mod 53**

The below listed Kennedy Space Center publications and subsequent revisions thereof are applicable to this contract and are incorporated herein by reference. These issuances prescribe regulatory procedural criteria which are applicable to the Contractor. The Contractor, upon receipt of notice of noncompliance with any provisions of the below listed publications from the Contracting Officer or his representatives, shall promptly take corrective action.

JHB 2000	"Consolidated Comprehensive Emergency Management Plan"
KHB 1200.1	"Management of Facilities, Systems, and Equipment Handbook"
KHB 1610.1	"KSC Security Handbook"
KHB 1710.2	"Kennedy Space Center Safety Practices Handbook"
KMI 1710.18	"KSC Safety Assurance Policy"
KMI 1800.2	"KSC Hazard Communication Program"

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KMI 1810.1 Rev I	"KSC Occupational Medicine Program" On-site Contractors shall comply with Attachment D, KSC Skin Cancer Prevention Program
KMI 1860.1	"KSC Radiation Protection Program"
KHB 1870.1	"KSC Sanitation and Pollution Control Handbook"
KHB 2570.1	"KSC Radio Frequency Spectrum Management Handbook"
KHB 4000.1	"Supply Support System Manual, Part 5, Equipment Management"
KHB 8800.6	"KSC Environmental Control Handbook"
KHB 8800.7	"Hazardous Waste Management "
KMI 8800.8	"KSC Environmental Management"

Construction Contractor's Safety Information & Requirements for KSC (Applicable to  
Construction Contract Only)

(End of Clause)

~~KML 8800.8~~ "~~KSC Environmental Management~~" *Delitel Mod #44*

**ARTICLE H-3 KSC 52.243-90 AUTHORIZED CHANGES (FEB 1990)**

The Contracting Officer or his duly appointed representative are the only individuals authorized to issue instructions to the Contractor in matters relating to this contract. The identification, scope of authority, and duties of representatives of the Contracting Officer shall be set forth in letters issued by the Contracting Officer; and copies of such designations shall be furnished to the Contractor.

**ARTICLE H-4 KSC 52.223-95 REPORTING OF MISHAPS (OCT 1996)**

The Contractor shall report and investigate all mishaps in accordance with the mishap reporting requirements in KHB 1710.2.

**ARTICLE H-5 KSC 52.223-91 GENERAL SAFETY AND ACCIDENT PREVENTION (FEB 1992)**

The Contractor will be required to participate in the KSC Safety Program. The primary safety and health responsibility will be with the prime Contractor and will include the following:

- A. Maintaining continuous surveillance of Industrial Safety Operations in the Contractor's contractual areas for detection and correction of unsafe practices and conditions.
- B. Providing a safety staff to ensure that working conditions and practices in areas of contract responsibility are maintained in a safe manner.
- C. Coordinating with the KSC Reliability and Space Vehicle Safety Division (EI-C) on all matters pertaining to accident prevention whether between the Contractor or other contractors or NASA elements and the Contractor.
- D. Submitting a written safety plan stating how the Contractor will implement the safety program to the Director Safety and Assurance (EI) for review and approval in accordance with DRD-011.
- E. Submitting a Monthly Safety Statistics Report in accordance with DRD-008.
- F. Ensuring that Contractor employees are provided with and use safety clothing and equipment for hazardous operations. Responsibility for furnishing this clothing and equipment lies with the Contractor, except when otherwise authorized.
- G. Complying with EWR-127-1, "Eastern and Western Range Safety Policies and Procedures" for all operations performed on CCAS by the Contractor.
- H. Notifying the KSC Reliability and Space Vehicle Safety Division (EI-C) immediately when contacted by personnel from the Occupational Safety and Health Administration. Furnishing KSC Safety Assurance (EI) copies of all correspondence reports relating to inspection performed under the Occupational Safety and Health Standards by the Department of Labor.
- I. Furnishing a written report to KSC Safety Assurance (EI) of all deficiencies with equipment and facilities in violation of the Occupational Safety and Health Standards which are under their contract SOW.
- J. The Contractor agrees to insert this clause, including this paragraph J. and any applicable Schedule Provisions, with appropriate changes of designations of the parties, in subcontracts of every tier unless the Contracting Officer makes a written determination of exemption from this clause.

Nothing herein shall be construed as imposing upon the Contractor any duty to assure or otherwise assume responsibility for the safe operations of any other contractor or their subcontractor performing work on behalf of the Government at the Kennedy Space Center or for the personal safety of the agents, servants, or employees of any such other contractors or subcontractors.

#### **ARTICLE H-6 KSC 52.223-93 OCCUPATIONAL HEALTH (FEB 1992)**

##### **A. Occupational Health Services**

The medical services set forth in KMI 1810.1G entitled "KSC Occupational Medicine Program" dated June 19, 1996 will be provided to the Contractor by the Government to the extent that there will not be any restriction of the employees' rights under applicable Workmen's Compensation statutory provisions.

Information from records generated as a result of rendition of these medical services may be obtained from the Director, Biomedical Office (JJ) upon written request.

##### **B. Health Examinations and Physical Requirements Standards**

The Contractor shall provide the following data to the Director, Biomedical Office (JJ):

1. A breakdown of the various health examinations required in support of this contract providing type, frequency, and a roster of personnel affected.
2. The applicable physical requirements standards for personnel certification if the Contractor has physical requirements standards which are stricter than the applicable KSC (Federal) standards; otherwise the KSC (Federal) physical requirements standards are applicable to this contract.

#### **ARTICLE H-7 KSC 52.208-90 MOTOR VEHICLE MANAGEMENT (FEB 1990) (MODIFIED)**

The Contractor shall acquire and manage motor vehicles necessary to support the performance of the contract. Such needed vehicles are to be acquired and managed in the manner most efficient and economic to the Government. Vehicles may be obtained from the GSA Interagency Motor Pool, commercial sources, or other sources. Costs related to motor vehicles shall be borne by the Contractor and reimbursed by the Government to the extent allowable in accordance with the terms of the contract relating to the reimbursement of costs.

The Contractor will use KSC Form 7-490 (Vehicle Use Record) to record vehicle utilization for all GSA and commercial rental vehicles. These records will be maintained and made available at the request of the Contracting Officer for a period of eighteen (18) months. Two copies of the monthly billings, both GSA and commercial, for motor vehicle services will be forwarded to the Contracting Officer each month. The Contractor shall assure that all vehicle operators are appropriately licensed in the state. The Contractor will furnish GSA a copy of their third-party automobile insurance policy if acquiring GSA motor vehicles.

The Contractor shall prepare and submit a Motor Vehicle Utilization Plan in accordance with DRD-005. This plan shall, as a minimum, demonstrate the economic and efficient management of vehicles and fuel. It shall forecast the vehicle requirements for twelve (12) months allowing at least two (2) months advance notice for additional requirements. It shall demonstrate the techniques utilized by the Contractor to assure that vehicles are used for official purposes only.

#### **ARTICLE H-8 KSC 52.204-90 SECURITY CONTROLS AT KSC (JAN 1992)**

##### **A. Identification of Employees**

1. The Contractor shall require each employee engaged on the work site to display NASA-furnished identification badges and special access badges at all times. The Contractor shall obtain and submit badging request forms on each person employed or

to be employed by the Contractor under this contract. The Contractor shall designate his own security and badging officials to act as points of contact for the KSC Protective Services Office. Prior to proceeding with on-site performance, the Contractor shall submit the following information to the KSC Protective Services Office (FF-S1), Kennedy Space Center:

- a. Contract number and location of work site(s)
  - b. Contract commencement and completion dates
  - c. Status as prime or subcontractor
  - d. Names of designated security and badging officials.
2. Identification and badging of employees shall be accomplished as soon as practicable after award of the contract. During performance of the contract, the Contractor shall, upon termination of an employee, immediately deliver badges and/or passes issued to the employee to the KSC Protective Services Office. It is agreed and understood that all NASA identification badges/passes remain the property of NASA, and the Government reserves the right to invalidate such badges/passes at any time.
- B. Access to Controlled Areas within KSC
1. Certain areas within KSC have been designated as Controlled Areas. These are normally surrounded by fencing and have an entrance gate monitored by a guard or monitoring device. Access into such areas is classified into "escorted" and "unescorted" access. For each employee for which the Contractor desires to have unescorted access, the prescribed forms must be submitted to the KSC Protective Services Office. Due to the time required to process requests for unescorted access, the Contractor is advised to complete and submit the required forms as soon as practicable after contract award. Within 14 working days after the receipt of the forms, the KSC Protective Services Office will determine whether the person is eligible for unescorted access.
  2. The Contractor is responsible for providing escort services for any of his employees and/or any subcontractor employees who are not eligible for unescorted access.
  3. All requests for unescorted access by subcontractors will be submitted through the Contractor for forwarding to the KSC Protective Services Office.

#### **ARTICLE H-9 PERMITS AND LICENSES**

The Contractor shall procure and keep effective all necessary permits and licenses required by the Federal, State, or local Government or subdivision thereof, or of any other duly constituted public authority in performance of the work unless otherwise directed by the Contracting Officer, and shall obey and abide by all applicable laws, regulations or ordinances.

Any permit involving environmental coordination shall be submitted through the Environmental Program Office (JJ-D).

**ARTICLE H-10 NFS 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)**

- A. The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- B. The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the change, and that ratification shall constitute Contracting Officer's consent required by this clause.
- C. The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Mr. Lindsay P. Ball, Program Manager

Mr. Stan Starr, Engineering Area Manager

Mr. Ravi Venugopal, Information Technology Area Manager

Mr. Larry Tuttle, Business Area Manager

Mr. Gus Gustafson, Safety, Quality and Mission Assurance Manager

The following Contractor facilities are considered to be essential to the effort being performed under this contract:

\_\_\_\_\_

\_\_\_\_\_

**ARTICLE H-11 NFS 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)  
ALT II (SEP 1989) (DEVIATION)**

- A. The on-site Government personnel observe the following holidays:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Any other day designated by Federal statute, Executive Order, or the President's proclamation.

- B. When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance, or entitlement of compensation except as set forth within the contract.
- C. When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site or near site should also be dismissed. However, the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.
- D. Whenever administrative leave is granted to Contractor personnel pursuant to paragraph C. above, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost

under this contract for employees in accordance with the Contractor's established accounting policy.

**ARTICLE H-12 NFS 1852.209-71 LIMITATION OF FUTURE CONTRACTING**  
**(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 all prospective offerors is invited to FAR Subpart 9.5 Organizational Conflicts of Interest.
- B. The nature of this conflict is a possible unfair competitive advantage.
- C. The restrictions upon future contracting are described below:
  - 1. If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time as agreed to by the Contracting Officer and the Contractor sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.
  - 2. To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

**ARTICLE H-13 TECHNOLOGY TRANSFER PROGRAM**

- A. The Contractor shall support, and participate in, the Government's Technology Transfer/Commercialization Program by assisting the transfer of technology developed under government contract to the private sector. The Contractor's participation may include a number of different activities including the following:
  - 1. Dual-use development of cutting edge technology having applications both within and outside the aerospace community.
  - 2. Collaborative efforts with third parties for the purpose of transferring technology.
  - 3. Government sponsored technology outreach and industry assistance programs that further the transfer of technology.
  - 4. Applications engineering work for the purpose of adapting the developed technology to a specific use.
- B. All projects and associated agreements will be coordinated with the CTM, DE-TPO, and directed in writing by the Contracting Officer. Agreements will state funding requirements, project description, scope of project, reporting requirements, and responsible NASA and contractor personnel. Ownership of rights to the technology developed under these collaborative and partnership activities shall be addressed in the individual agreements. Projects utilizing government funds will be approved by the Contracting Officer.
- C. Contractor commitment to technology transfer/commercialization can be demonstrated by the development of internal programs aimed at:
  - 1. Education and training its workforce in technology transfer activities.
  - 2. Motivating its employees to report new technology as required by FAR 52.227-11 as modified by NFS 1852.227-11.

3. Assisting its subcontractor with technology transfer activities.

D. The Contractor shall submit a Technology Transfer Plan in accordance with DRD-025 and report Technology Transfer Reports in accordance with DRD-026.

#### **ARTICLE H-14 HAZARDOUS MATERIALS/WASTE MANAGEMENT**

The Contractor shall designate an Environmental Coordinator to function as the single point of contact for all environmental issues including, but not limited to, waste storage and disposal coordination in accordance with KMI 8800.8, "KSC Environmental Management."

#### **ARTICLE H-15 PERFORMANCE BASED WORK ORDERS**

Prior to Work Order issuance, each work requirement will be examined by the Government to determine whether it is appropriate for Performance Based Contracting (PBC). Effort that can be contractually defined so that the results of the Contractor's effort can be objectively measured in terms of technical and quality achievement, schedule progress or cost performance, will be ordered on a PBC basis. To the extent that work is ordered on a PBC basis in lieu of a level of effort basis, an equitable adjustment will be made to the contract.

## PART II - CONTRACT CLAUSES

## Section I

Contract Clauses**ARTICLE I-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE**  
**(JUN 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:**

<u>Clause Number</u>	<u>Title</u>
52.202-1	DEFINITIONS (OCT 1995)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (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 (JAN 1990)
52.204-2	SECURITY REQUIREMENTS (AUG 1996)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-5	NEW MATERIAL (MAY 1995)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
52.215-2	AUDIT AND RECORDS-NEGOTIATION (AUG 1996)
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1995)
52.215-23	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA MODIFICATIONS (OCT 1995)
52.215-24	SUBCONTRACTOR COST OR PRICING DATA (OCT 1995)

- 52.215-25 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1995)
- 52.215-27 TERMINATION OF DEFINED BENEFIT PENSION PLANS (MAR 1996)
- 52.215-31 WAIVER OF FACILITIES CAPITAL COST OF MONEY (SEP 1987)
- 52.215-33 ORDER OF PRECEDENCE (JAN 1986)
- 52.215-39 REVERSION OF ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (MAR 1996)
- 52.215-40 NOTIFICATION OF OWNERSHIP CHANGES (FEB 1995)
- 52.216-7 ALLOWABLE COST AND PAYMENT (FEB 1997)
- 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989) [FILL IN: 5 YEARS]
- 52.219-8 UTILIZATION OF SMALL BUSINESS, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS (OCT 1995)
- 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
- 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) [FILL IN: ZERO]
- 52.222-3 CONVICT LABOR (AUG 1996)
- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 1995)
- 52.222-26 EQUAL OPPORTUNITY (APR 1984)
- 52.222-28 EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (APR 1984)
- 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)
- 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)
- 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
- 52.223-2 CLEAN AIR AND WATER (APR 1984)
- 52.223-6 DRUG FREE WORKPLACE (JAN 1997)
- 52.223-10 WASTE REDUCTION PROGRAM (MAY 1995)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
- 52.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1989) (AS MODIFIED BY NFS 1852.227-11)
- 52.227-1 RIGHTS IN DATA-GENERAL (JUN 1987) (AS MODIFIED BY NFS 1852.227-14)
- 52.228-7 INSURANCE-LIABILITY TO THIRD PERSONS (MAR 1996)
- 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

- 52.232-17 INTEREST (JUN 1996)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (MAR 1994)
- 52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)
- 52.233-1 DISPUTES (OCT 1995)-ALTERNATE I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)-ALTERNATE I (JUN 1985)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (OCT 1995)
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.242-15 STOP-WORK ORDER (AUG 1989) ALTERNATE I (APR 1984)
- 52.243-2 CHANGES-COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)
- 52.244-2 SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (FEB 1997) - ALTERNATE I (AUG 1996)
- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995)
- 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)
- 52.246-25 LIMITATION OF LIABILITY-SERVICES (FEB 1997)
- 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)
- 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FEB 1995)
- 52.249-6 TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)
- 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES (JAN 1991)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

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

<u>Clause Number</u>	<u>Title</u>
1852.216-89	ASSIGNMENT AND RELEASE FORMS (OCT 1996)
1852.219-74	USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)
1852.219-76	NASA SMALL DISADVANTAGED BUSINESS GOAL (JUL 1991)
1852.228-75	MINIMUM INSURANCE COVERAGE (OCT 1988)
1852.237-70	EMERGENCY EVACUATION PROCEDURES (DEC 1988)

III. FAR CONSTRUCTION CLAUSES

<u>Clause Number</u>	<u>Title</u>
<u>52.222-6</u>	<u>DAVIS - BACON ACT (FEB 1995)</u>
<u>52.222-8</u>	<u>PAYROLLS AND BASIC RECORDS (FEB 1988)</u>
<u>52.222-9</u>	<u>APPRENTICES AND TRAINEES (FEB 1988)</u>
<u>52.222-10</u>	<u>COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1997)</u>
<u>52.222-11</u>	<u>SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)</u>
<u>52.222-12</u>	<u>CONTRACT TERMINATION - DEBARMENT (FEB 1988)</u>
<u>52.222-13</u>	<u>COMPLIANCE WITH DAVIS BACON AND RELATED ACT REGULATIONS (FEB 1988)</u>
<u>52.222-14</u>	<u>DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)</u>
<u>52.222-15</u>	<u>CERTIFICATION OF ELIGIBILITY (FEB 1988)</u>
<u>52.222-16</u>	<u>APPROVAL OF WAGE RATES (FEB 1988)</u>
<u>52.222-27</u>	<u>AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION CONTRACTS (FEB 1999)</u>
<u>52.223-3</u>	<u>HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) - ALTERNATE 1 (JUL 1995)</u>
<u>52.223-5</u>	<u>POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION (APR 1998)</u>
<u>52.225-5</u>	<u>BUY AMERICAN ACT - CONSTRUCTION MATERIALS (JUN 1997)</u>
<u>52.227-4</u>	<u>PATENT INDEMNITY - CONSTRUCTION CONTRACTS (APR 1984)</u>
<u>52.236-5</u>	<u>MATERIAL AND WORKMANSHIP (APR 1984)</u>
<u>52.236-7</u>	<u>PERMITS AND RESPONSIBILITIES (NOV 1991)</u>
<u>52.236-18</u>	<u>WORK OVERSIGHT IN COST REIMBURSEMENT CONSTRUCTION CONTRACTS (APR 1984)</u>

Note: The Contractor shall ensure that any subcontract it places for a Coff effort includes adequate special conditions to satisfy safety, security, environmental, scheduling, documentation, supervision, and all other local KSC requirements applicable to each specific effort.

**ARTICLE I-2 FAR 52.215-42 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (JAN 1997)--ALTERNATE IV (JAN 1997)**

- A. Submission of cost or pricing data is not required.
- B. Provide sufficient information in contractor format, including access to Contractor records, necessary to permit an adequate evaluation of the proposed price in accordance with 15.804-6(a)(5). Standard Form 1448, Proposal Cover Sheet (Cost or Pricing Data Not Required) may be used for information other than cost or pricing data.

**ARTICLE I-3 FAR 52.219-17 SECTION 8(a) AWARD (DEC 1996)**

- A. By execution of a contract, the Small Business Administration (SBA) agrees to the following:
  - 1. To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
  - 2. Except for novation agreements and advance payments, delegates to the National Aeronautics and Space Administration the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
  - 3. That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
  - 4. To notify the NASA Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
  - 5. That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.
- B. The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.
- C. The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant NASA Contract Officer.

**ARTICLE I-4 FAR 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (JAN 1997)**

- 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. SIC code 8731 is specifically included in the Offeror's approved business plan;
  2. The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
  3. 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.
- C. Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance 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 agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. 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 subparagraph does not apply in connection with construction or service contracts.
2. The SBA's contractor will notify NASA'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 any other party.

**ARTICLE I-5 KSC 52.227-90 MANAGEMENT AND PROTECTION OF DATA OF THIRD PARTIES (MAR 1992)**

- A. In performance of this contract it is anticipated that the Contractor may have access to, be furnished, use, or generate the following types of data (recorded information):
1. Data of third parties bearing limited rights or restricted rights notices submitted either to NASA or directly to the Contractor; or
  2. Other data of third parties which NASA has agreed to handle under protective arrangements; or
  3. Data generated by NASA or the Contractor for third parties which NASA intends to control the use and dissemination thereof until delivered to the third parties.

- B. In order to protect the interests of the Government and the interests of other owners of such data, Contractor agrees with respect to data in category 1. above, and with respect to any data in categories 2. and 3. when so identified by the Contracting Officer, to:
1. Use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting the data to employees having a "need to know";
  2. Preclude disclosure of such data outside Contractor's organization performing work under this contract without written consent of the Contracting Officer; and
  3. Return or dispose of such data as directed by the Contracting Officer or the furnishing third party owner when such data is no longer needed for contract performance.

**ARTICLE I-6 RESERVED**

**ARTICLE I-7 FAR 52.252-6 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 deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- B. The use in this solicitation or contract of any NASA FAR Supplement (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**ARTICLE I-8 NFS 1852.215-84 OMBUDSMAN (OCT 1996) (MODIFIED)**

An ombudsman has been appointed to hear and facilitate the resolution of concerns from Contractors during the postaward phase of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the concern is not to diminish the authority of the Contracting Officer. Further, the ombudsman does not participate in adjudication of formal contract disputes. Therefore, before consulting with the ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution. If resolution cannot be made by the Contracting Officer, interested parties may contact the Kennedy Space Center ombudsman, who is the Deputy Center Director at 407-867-2355. Concerns, issues, disagreements, and recommendations that cannot be resolved at the installation may be referred to the NASA ombudsman, the Deputy Administrator for Procurement, at 202-358-2090. Please do not contact the ombudsman to clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

**ARTICLE I-9 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

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

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

A. BASIC HOURLY RATES

<u>POSITION CLASSIFICATION</u>	<u>SCA TITLE</u>	<u>WAGE RATE</u>
<b>NON-EXEMPT, NON-UNION</b>		
Accounting Assistant	Accounting Clerk III	\$ 8.54
Administrative Assistant	Secretary III	\$10.65
Administrative Assistant, Sr.	Secretary IV	\$11.83
Word Processor	Word Processor III	\$ 9.55
Word Processor, Sr.	Word Processor III	\$ 9.55
Technical Illustrator	Illustrator I	\$ 9.55
Technical Illustrator	Illustrator I	\$11.83
Hardware Technician	Machine Tool Operator	\$14.34
Hardware Technician, Sr.	Tool & Die Maker	\$17.03
Shipping & Receiving Tech.	Shipping/Receiving Clerk	\$10.79
Mechanical Technician, Jr.	Electrician, Maintenance	\$14.99
Mechanical Technician, Sr.	Electrician, Maintenance	\$14.99
Mechanic Technician	Machinery Maint. Mechanic	\$14.99
Mechanic Technician	Machinist, Maintenance	\$14.99
Mechanic Technician, Sr.	Machinist, Maintenance	\$14.99
Hardware Technician, Sr.	Machinist, Maintenance	\$14.99
Mechanic Technician	Maintenance Trades Helper	\$11.58
Mechanic Technician	Pipefitter, Maintenance	\$14.99
Mechanic Technician, Sr.	Pipefitter, Maintenance	\$14.99
Mechanic Technician	Pneudraulic, Systems Mechanic	\$14.99
Mechanic Technician	Welder	\$14.99
Mechanic Technician, Sr.	Welder	\$14.99
CAD Operator	Drafter III	\$ 9.55
CAD Operator, Sr.	Drafter III	\$ 9.55
CAD Operator	Drafter IV	\$11.83
Telecommunications Tech.	Engineering Technician II	\$ 8.54
Hardware Technician	Engineering Technician II	\$ 8.54
Mechanic Technician	Engineering Technician II	\$ 8.54
Hardware Technician	Engineering Technician III	\$ 9.55
Hardware Technician, Sr.	Engineering Technician III	\$ 9.55

Hardware Technician, Sr.	Engineering Technician IV	\$11.83
Hardware Technician, Sr.	Engineering Technician V	\$14.47
Mechanic Technician	Engineering Technician V	\$14.47
Mechanic Technician	Laboratory Technician	\$10.65
Mechanic Technician, Sr.	Laboratory Technician	\$10.65
Hardware Technician, Sr.	Inspector	\$15.94

B. Fringes are as follows:

1. Paid holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
2. Annual Leave: Two hours of annual leave each week for an employee with less than three years service; three hours of annual leave each week for an employee with three but less than fifteen years of service; and four hours of annual leave each week for an employee with fifteen or more years of service.
3. Life, accident and health insurance, and sick leave programs: 5.1 percent of the basic hourly rate.
4. Retirement: 7 percent of basic hourly rate.

**ARTICLE I-10 NFS 1852.237-71 PENSION PORTABILITY (JAN 1997)**

A. In order for pension costs attributable to employees assigned to this contract to be allowable costs under this contract, the plans covering such employees must:

1. Comply with all applicable Government laws and regulations;
2. Be a defined contribution plan, or a multiparty defined benefit plan operated under a collective bargaining agreement. In either case, the plan must be portable, i.e., the plan follows the employee, not the employer;
3. Provide for 100 percent employee vesting at the earlier of one year of continuous employee service or contract termination; and
4. Not be modified, terminated or a new plan adopted without the prior written approval of the cognizant NASA Contracting Officer.

B. The Contractor shall include paragraph A. of this clause in all subcontracts for continuing services under a service contract if:

1. The prime contract requires pension portability;
2. The subcontracted labor dollars (excluding any burdens or profit/fee) exceed \$2,500,000 and ten percent of the total prime contract labor dollars (excluding any burdens or profit/fee); and
3. Either of the following conditions exists:
  - i. There is a continuing need for the same or similar subcontract services for a minimum of five years (inclusive of options), and if the subcontractor changes, a high percentage of the predecessor subcontractor's employees are expected to remain with the program; or

- ii. The employees under a predecessor subcontract were covered by a portable pension plan, a follow-on subcontract or a subcontract consolidating existing services is awarded, and the total subcontract period covered by the plan covers a minimum of five years (including both the predecessor and successor subcontracts).

**Article I - 11 Work/Task Orders**

- A. For the period 10/1/97 - 9/30/98 work orders, procedures and requirements shall be in accordance with Attachment J-1, Work Order Procedure.
- B. For contract periods subsequent to 9/30/98 task orders will be issued in accordance with NFS Clause 1852.216-80, Task Ordering Procedure (OCT 1996), incorporated herein by reference. While the provisions of Clause 1852.216-80 define the general task ordering procedure, the specifics of the actual operational practices shall be guided by Attachment J-1 and/or processes established by the Contracting Officer's Technical Representative (COTR). In the event of a conflict, the requirements of Clause 1852.216-80 shall apply. The following information completes, expands, and explains the provisions of the clause.
  1. The activities of Section (b) may also be accomplished by the COTR.
  2. The deadlines required by Sections (c) and (e) shall be established by the COTR.
  3. In addition to the task order content requirements of Section (d), task orders and modifications thereto, shall include:
    - a. Target direct labor hours
    - b. Target subcontract labor hours

## PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

## Section J

List of Attachments

SECTION J <u>DESIGNATION</u>	<u>ATTACHMENT TITLE</u>
Attachment J-1	Statement of Work
Attachment J-1, Appendix 1	Data Requirements List/Data Requirements Description (DRL/DRD)
Attachment J-1, Appendix 2	Safety, Reliability and Maintainability Requirements
Attachment J-1, Appendix 3	Work Order Procedure
Attachment J-1, Appendix 4	Reference and Applicable Documents
Attachment J-1, Appendix 5	Information Technology (I/T) Planning and Review at KSC, Principles and Goals
Attachment J-2	Installation-Provided Government Property Listing
Attachment J-3	Register of Wage Determination
Attachment J-4	EDC Award Fee Evaluation Plan
Attachment J-5	Glossary, Acronyms, and Abbreviations
Attachment J-6	DD Form 254 (Contract Security Classification Specification)

## Attachment J-1

STATEMENT OF WORK

## 1.0 PURPOSE

This Statement of Work (SOW), including Appendices 1 through 5, describes the activities required to be performed by the Engineering Development Contractor (hereinafter referred to as "The Contractor") in order to provide engineering resources and products to the Engineering Development Directorate (hereinafter referred to as "DE"), Kennedy Space Center (KSC), FL.

Appendix 1 contains a listing of the Data Requirements Descriptions and a copy of each describing the data deliverables for the contract.

Appendix 2 contains safety, reliability and maintainability requirements.

Appendix 3 contains a description of the Work Order Procedure for processing and approving Work Orders with selected examples of Work Orders including performance standards and metrics.

Appendix 4 contains a listing of contract documents applicable to, or referenced in, the contract excluding FAR and NASA FAR Supplement clauses.

Appendix 5 contains the KSC guidelines for Information Technology planning and review.

## 2.0 SCOPE

The Contractor shall be responsible for the performance of the work described in this SOW. This work will require activities that range in scope from providing technicians for a variety of sites, facilities, and laboratories to providing engineering and management of complex applied research, development, and technology projects. The overall project planning and budgeting is the responsibility of the Government civil service team in concert with the Contractor. Work Orders specifying Contractor responsibilities, performance standards and metrics reporting requirements are prepared by the Government in accordance with the Work Order Procedure set forth in Appendix 3. Contractor staffing and detailed planning to implement Work Order requirements are the Contractor's responsibility.

### 3.0 REQUIREMENTS

#### 3.1 GENERAL

Government administration and control of the contract will be accomplished through the KSC Contracting Officer (CO). Technical management and direction will be furnished by the Contract Technical Manager (CTM) and Technical Representatives (TRs) appointed by the CO. The Contractor shall work with the CTM and TRs to integrate Work Order efforts to assure well-coordinated and consolidated results.

The Contractor shall provide supervision of its employees and overall direction and integration for all aspects of this contract to ensure that the work activities specified in this SOW are accomplished economically and effectively in compliance with requirements. The Contractor shall establish interfaces to achieve appropriate coordination with NASA/KSC, other KSC contractors, and other NASA Centers and their contractors. In the event of joint occupancy<sup>1</sup> within a facility or laboratory, the Government will have the responsibility for prioritizing the use of Government facilities, laboratories, and equipment.

The Contractor shall provide those plans, procedures, data and reports identified in the Data Requirements List (DRL) and described in Data Requirements Descriptions (DRD) specified in Appendix 1. The Contractor shall establish a resource reporting system, to include subcontractors, for total contract work activity. The reporting system shall have the capability to identify near-term and long-range requirements including workforce, material, and equipment. The system shall also have the capability of providing cost projections and metrics reporting as necessary to accomplish work activities required by the Government.

The Contractor shall make maximum use of available Government equipment, supplies, and services and procure only equipment, supplies, or services which are not readily available and which are required to support accomplishment of assigned tasks. The Contractor shall utilize Commercial-Off-The-Shelf (COTS) equipment where appropriate.

The National Environmental Policy Act (NEPA) mandates that all "Federal actions significantly affecting the quality of the human environment" be evaluated. All KSC contractor actions are considered "Federal actions" as they are performed in support of Government activities. Specific guidance and responsibilities for environmental documentation for this Center are outlined in KHB 1200.1, "Facilities, Systems, and Equipment Management Handbook." The Contractor is responsible for developing the required environmental documentation for its assigned projects. These environmental analyses and

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<sup>1</sup> Joint Occupancy means that there may be other contractors or NASA employees utilizing the same facilities/laboratories during a particular schedule period. This is an intermittent condition and may affect one or more facilities/laboratories at any particular time. Adequate notice will be provided prior to a joint occupancy condition.

assessments must be submitted through the CTM for signature and/or transmittal to outside agencies.

### 3.2 ENGINEERING

The Contractor shall perform requirements analyses, cost analysis, designs, studies, and investigations for research and engineering development tasks. These tasks will involve the use and knowledge of past aerospace design practices that were applied to existing ground systems as well as current state-of-the-art techniques and technologies for potential application of new requirements. The engineering tasks may involve, but are not limited to, areas such as propellants and gases, cryogenics, hypergolics, pneumatics, hydraulics, fiber optics, communication systems, instrumentation, navigational aids, hazardous gas detection, intelligent systems, robotics, multimedia, biomedical engineering, computer hardware, software, and networking, environmental control systems, mechanical and structural systems, stress and load analyses, launch-induced environments including acoustic and thermal analyses, data analyses, material science, atmospheric science, and environmental science. All Ground Support Equipment (GSE) design engineering tasks shall be accomplished in accordance with KSC-DE-512-SM, "Facility, System, and Equipment General Design Requirements" or with SSP 50004, "Ground Support Equipment Design Requirements, International Space Station", as appropriate. Operational software development activities shall be in accordance with Appendix 2 "Safety, Reliability and Maintainability Requirements." In addition to NASA and KSC standards and practices, the Contractor shall comply with telecommunications standards defined by the National Institute of Standards and Technology (NIST), mandatory Federal Information Processing (FIP) Standards, and Federal Telecommunication Standards (FED-STD).

The Contractor shall have the capability for preparing all requisite project management planning documents, requirements, technical approaches or conceptual designs, work breakdown structures, detailed and summary Gantt chart schedules, resource allocation histograms, PERT/CPM diagrams including critical-path calculations, detailed and summary budget and time-related spending plan, identification of key milestones, and the Contractor's plan for managing the project.

The Contractor shall work with organizations as required by Work Order to develop design requirements, engineering reports, and/or design concepts. The Contractor shall prepare technical assessments and evaluations of requirements to include an implementation cost estimate, installation and testing requirements, an environmental analysis, and any necessary trade studies, including cost-benefit analyses. Assessments shall include, but not be limited to, impacts to: schedules, processes, procedures, performance, safety, reliability,

operability, documentation, hardware, software, maintainability, and spares identification.

The Contractor shall prepare complete design packages or parts thereof. A complete design package is defined as the technical effort required to convert preliminary designs or conceptual engineering into the drawings and specifications necessary for procurement, fabrication, installation, operation, and maintenance of new or modified equipment or facilities. In addition to drawings and specifications, a complete design package may contain shop drawings, engineering instructions, Failure Modes and Effects Analysis (FMEA), Operations and Maintenance Documentation (OMD), test procedures, cost estimates, parts lists, software requirements and criteria, software, schedules, environmental data, and other pertinent design data. The Contractor shall conduct periodic design reviews in accordance with DE-P 450, "Design Reviews." Design packages shall be checked by the Contractor to assure that technical requirements have been met and editorial errors or omissions have been eliminated prior to approval and release by the Government for implementation.

The Contractor shall thoroughly review designs during the design process and prior to engineering release to assure appropriate safety, quality, maintainability, and reliability requirements are incorporated in the design package. The Contractor shall develop component, subsystem, and system qualification test requirements, criteria, plans, and procedures.

The Contractor shall provide the necessary fabrication, design verification and testing of new or upgraded designs to substantiate the design approach. This effort may also include demonstrations, engineering analysis, and preparation of reports.

The Contractor shall provide and maintain technical expertise in all key technical disciplines for assigned laboratories and other technical areas. The Contractor shall maintain expert knowledge and awareness of the current state-of-the-art in these disciplines in industry, academia, and other Government laboratories and programs.

The Contractor shall support and participate in the Government Technology Transfer/Commercialization Program including providing technical expertise to Florida industries in support of KSC's Outreach Program.

When no appropriate technology exists, the Contractor shall provide the necessary scientific and engineering resources to develop the appropriate technology. The Contractor shall validate and document the chosen technical approach.

The Contractor shall develop and perform qualification testing of components or systems for use in KSC GSE.

The Contractor shall perform acceptance testing of systems or components developed for DE by the Contractor or by other organizations. The acceptance test procedures and test results will be approved by DE.

The Contractor shall prepare turnover documentation for transfer of operations, maintenance, and sustaining engineering responsibility for completed components or systems to customers including Acceptance Data Packages per DRD-009.

The Contractor shall perform applications engineering, laboratory tests, and design problem resolution for components or systems previously delivered and/or turned over to customers.

The Contractor shall utilize existing Government-owned computer-aided engineering, computer-aided drafting and other automation tools such as interactive design, analysis, and graphics systems as the primary method of operation. The Contractor may use manual drafting and other methods of documentation when necessary.

The Contractor shall be responsible for development, documentation, and in-service inspection and certification of all DE responsible pressure systems in accordance with KHB 1710.2C, Annex E, "KSC Safety Practices Handbook."

The Contractor shall provide design engineering services for the construction of facilities as defined by Work Order.

Mod. # 34

The Contractor shall provide sustaining engineering for DE facilities, laboratories, systems, equipment, and components as defined by Work Order.

### 3.3 ENGINEERING SUPPORT

The Contractor shall provide engineering support which includes technical writing, multimedia, illustrating, engineering drafting, and cost estimating.

The Contractor shall prepare and maintain Engineering Standards, Specifications, and Procedures. This includes a detailed review of NMIs, NHBs, KMIs, KHBs, and other documents to assure that DE working procedures, standards, and specifications are in compliance and provide recommendations for updating when not in compliance. Activities include research, writing, review, editing, typing, and proofreading required to produce a complete document ready for approval and reproduction.

The Contractor shall prepare technical and management multimedia suitable for use in audio/visual presentations, technical reports, plans, operation and maintenance manuals, training classes, technology transfers, etc.

The Contractor shall prepare engineering drawings, block diagrams, schematics, printed circuit layouts, parts lists, layouts, and other associated documentation required for engineering design, studies, criteria, conceptual designs, configuration baselines, and completed engineering activities. All applicable

documentation shall be prepared in accordance with GP-435, "Engineering Drawing Practices/Volumes I and II" and KSC-DF-107, "DE Technical Documentation Style Guide."

The Contractor shall prepare Drawing Release Authorizations per DE-P 720, "Document Release Authorization (DRA)," for Government signature prior to release. Engineering Documentation Center services will be provided by the Base Operations Contractor.

The Contractor shall provide support to the KSC standard parts programs.

The Contractor shall provide support for maintenance and generation of component specifications and lists using data sources such as Problem Reporting and Corrective Action (PRACA), NASA Alerts, and the Government Industry Data Exchange Program (GIDEP) (DRD-022).

The Contractor shall conduct field surveys, gather technical information, and provide operational data to support Government requirements for reviews, special briefings, and investigations.

The Contractor shall provide cost estimating for new projects, alterations, modifications, contract changes, and studies as requested. All cost estimating tasks shall be accomplished in accordance with KSC-SPEC-G-0002, "Compiling Construction Cost Estimates, Specification for" and KSC SPEC-G-0003, "Ground Support Equipment Cost Estimating, Specification for."

The Contractor shall provide contract surveillance services for construction of facilities projects as defined by Work Order.

Mod. # 34

### 3.4 FACILITIES AND LABORATORIES SUPPORT

The Contractor shall provide technical support to assigned facilities and laboratories. These facilities and laboratories are used by various contractor and civil service organizations at KSC for design, development, and research activities. They are also for the Contractor's use in performing research and development engineering, component and qualification testing, and to support tasks described elsewhere in this SOW.

The Contractor shall provide support to facilities and laboratories ranging from construction and modifications to operation and maintenance to specific technical services within facilities and laboratories as defined by Work Order. The Contractor shall provide labor, supplies, material, parts, tools, and equipment necessary to sustain the general capability intended for the facilities and laboratories and specific items necessary for particular experimental or test activities. General housekeeping should be practiced regularly to maintain assigned areas in an orderly, professional manner. Periodic calibrations required for test equipment such as volt meters, torque wrenches, pressure gauges, and other laboratory standards are performed by the Base Operations Contractor.

Mod. # 34

The Contractor shall prepare and/or update existing Periodic Maintenance Instructions (PMIs) describing the type and frequency of maintenance to be performed on each of the components and systems as designated by Work Order.

The Contractor shall provide technical support for research, design, and development projects. The Contractor shall assure safe and orderly facilities, equipment configuration, and operating practices. The Contractor shall be able to work from preliminary engineering instructions, sketches, and concept descriptions. Technicians shall be capable of using standard machines and equipment normally associated with the disciplines and technologies in each facility and laboratory. The Contractor shall fabricate concept test models, prototypes and limited run production models or modifications thereto as directed by Work Order.

### 3.5 INFORMATION TECHNOLOGY (I/T) RESOURCES

The Contractor shall acquire, maintain, upgrade, and/or replace I/T resources and interface with existing Government I/T resources in accordance with the following NASA Chief Information Officer (CIO) Executive Notices to the extent indicated.

1. Compatible with the following CIO Executive Notices:

<u>Notice</u>	<u>Title</u>
02-95	Internet Usage Policy
08-95	Designated Internet Home Page Naming and Ownership
09-95	Network Protocol Standard
01-96	NASA Electronic Mail
02-96	NASA X.500 Directory Standard
20-97	Intranet Functional Requirements

2. Compliant with the following CIO Executive Notices:

<u>Notice</u>	<u>Title</u>
03-95	Information Technology (IT) Obsolescence Management
06-95	Minimum Office Automation Software Suite Interface Standards and Product Standards
07-95	Minimum Hardware Configuration
18-97	UNIX Interoperability Standards
19-97	Standard Workstation Management Tools

The Contractor shall provide I/T planning information identified in Appendix 5 "I/T Planning and Review at KSC, Principles and Goals."

Items or services acquired under this contract are required to include accurate processing of the date and date-related data (including but not limited to calculating, comparing, and sequencing) by all hardware and software products delivered under this contract, individually and in combination, upon installation. This also includes the manipulation of data with dates prior to, through, and beyond January 1, 2000, and shall be transparent to the use.

Hardware and software products provided under this contract shall, individually, and in combination, successfully transition into the Year 2000 with the correct system date, without human intervention, including leap year calculations. Such products shall also provide correct results when moving forward or backward in time across the Year 2000 or subsequent years.

### Year 2000 Compliance

- (a) "Year 2000 compliant," as used herein, means that the information technology (hardware, software and firmware, including embedded systems or any other electro-mechanical or processor-based systems used in accordance with its associated documentation) accurately processes date and date-related data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date and date-related data with it.
- (b) Any information technology provided, operated and/or maintained under this contract must be Year 2000 compliant. To ensure this result, the Contractor shall provide documentation describing how the IT items or services demonstrate Year 2000 compliance, consisting of: a certification document signed by the vendor and/or original equipment manufacturer for commercial items. For IT items or services developed or built, or commercial items integrated into a viable package by the contractor, the contractor shall provide a certification document and integrated test results demonstrating Year 2000 compliance.
- (c) Milestones for Renovation, Validation and Implementation: Any IT determined to be non-Year 2000 compliant shall be replaced, retired, or repaired in accordance with the following schedule:
1. "Renovation" includes making and documenting software and hardware changes, developing replacement systems, and decommissioning systems to be retired. The Contractor must complete renovation of affected software, hardware and firmware by September 30, 1998.
  2. "Validation" includes unit, integration, system and end-to-end testing for Year 2000 compliance. The Contractor must complete validation and testing of converted or replaced systems by January 31, 1999.
  3. "Implementation" includes acceptance testing and integration of converted and replaced systems into a production environment. The Contractor must complete implementation by March 31, 1999.
- (d) At a minimum, the Contractor shall provide documentation, including project plans and status reports, which demonstrate that the Contractor is meeting the milestones listed above.

#### 4.0 SAFETY AND MISSION ASSURANCE

Safety and Mission Assurance (S&MA) encompasses the fields of safety, reliability, maintainability, and quality assurance for the contract. The Contractor shall develop, provide, and implement an ISO 9001 transition plan implementing ANSI/ASQC Q9001-1994 in accordance with DRD-012. The transition plan shall meet the intent of ISO 9001 and shall serve as the control document for the Contractor's Quality Assurance (QA) program until ISO 9001 compliance<sup>2</sup> is achieved. Upon reaching compliance, ISO 9001 shall serve as the Contractor's QA control document. The Contractor shall also incorporate safety-related requirements, identified in Appendix 4, into appropriate plans, processes and operations.

The Contractor shall provide the following support, products, and/or services:

1. Develop, implement, and document approaches to ensure activities are effective in the mitigation of risk. This includes the identification of methods by which the Government can measure Contractor S&MA performance.
2. Support Government audit/surveillance of Contractor plans, procedures, and processes.
3. Develop, implement and document auditable approaches to achieve safe operations, including a safety and health plan in accordance with DRD-011. The document shall detail how the Contractor shall assure the identification, evaluation, elimination and control of safety and health concerns.
4. Develop, implement and document the approach to ensure the identification, elimination, and control of hazards throughout the complete project life cycle (design, development, manufacture, test, operations,

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<sup>2</sup> Compliance in this instance means that the Contractor's operations meet the requirements for certification (but has not gone through the formal certification process) according to a gap analysis performed by a second party auditor identified by the Contracting Officer.

maintenance, and disposal) of items or processes for which the Contractor is responsible. The approach shall include the processes in which personnel and property shall be protected from injury or harm as a result of exposure to hazards. The Contractor shall report and investigate incidents, including remedial and corrective actions performed in accordance with KHB 1710.2. The Contractor shall provide summary data on accidents in accordance with DRD-008.

5. Develop, implement, and document an auditable approach to maximize operational availability for Contractor products. This approach shall include, but not be limited to, such areas as: assessments of reliability and maintainability performance against baseline requirements; preparation and implementation of maintenance and reliability control/ assessment methods such as Failure Modes and Effects Analysis (FMEA); and assessments of materials and parts in support of operational integrity.
6. Collect and compile information derived from empirical data (test results, analysis reports, inspection records, delivery logs, etc.) to demonstrate products and services delivered to the Government are in compliance with requirements and specifications. As a part of this effort, the Contractor shall establish a system to control and/or improve quality. The delivery of the compliance information shall be at the request of the Government.
7. Provide for the identification, reporting, and elimination/disposition of nonconformance/problems in accordance with NSTS 08126, and/or SSP 30223 requirements, as appropriate. The Contractor shall provide real-time access to nonconformance/problem documentation, data, databases, analyses, and related information to the Government. The Contractor shall provide for appropriate Government insight into the disposition of nonconformance/problems, including notifying the Government of the occurrence.
8. Develop, implement and document an approach for controlling the quality of processes, including the control of variability and stability for repetitive processes that control key product characteristics. Key characteristics are the features of a material, part, or process whose variations have an influence on product fit, service life, or performance, including safety or reliability.
9. Support program milestones such as design, acceptance, and readiness reviews. Participate in reviews to assure S&MA requirements are considered in decisions that affect hardware design, configuration controls, initiation of subsystem and integrated testing, and shipment. S&MA data presented shall contain sufficient detail to allow management to assess the acceptability to proceed with the next program phase activity.

DATA REQUIREMENTS LIST		
ORL NUMBER	EDC	REVISION
		BASIC
PROJECT/SYSTEM		
ENGINEERING DEVELOPMENT CONTRACT		
CONTRACT NUMBER		PREPARATION DATE
CONTRACTOR		TECHNICAL APPROVAL
ATTACHMENT NUMBER		EXHIBIT NUMBER
ITEM NO.	TITLE	CHANGE STATUS
001	Emergency Preparedness Plan	
002	Metrics Data Report	
003	Contractor Financial Management Report (NASA Form 533 Series)	
004	Information Technology (I/T) Reporting	
005	Motor Vehicle Utilization Plan	
006	Annual Summary of Records Holdings Report	
007	Information Technology (I/T) Plans	
008	Safety Statistics Report (SSR)	
009	Acceptance Data Package (ADP)	
010	Management Plan	
011	Safety and Health Plan	
012	ISO 9001 Transition Plan	
013	Security Plan	
014	Risk Assessments	
015	Work Order Progress Chart	
016	Maintenance Plan	
017	Reserved	
018	Reserved	
019	Automated Information Security Plan	
020	Pressure Vessel/System Certification Report	
021	Monthly KSC Headcount Report	
022	GIDEP Alert System	
023	Reserved	
024	Reserved	
025	Technology Transfer Plan	
026	Technology Transfer Report	
027	Procurement Summary Report	
028	Reserved	
029	Reserved	
030	Work Plan	
031	Equal Employment Opportunity Report	

**INSTRUCTIONS FOR COMPLETING CONTRACT APPLICATION INFORMATION**

- A. LINE ITEM #: Sequentially number line items beginning with number 001.
- B. LINE ITEM TITLE: Enter the title of the data item as shown in the Statement of Work (SOW), the RFP, and/or as directed by the CTM.
- C. OPR (Office of Primary Responsibility): Enter the organization designated to exercise technical and/or administrative control over the data requirement. Use approved organizational code.
- D. TYPE: Enter "Type of Data" code as follows:
 

CODE	DESCRIPTION
1	Data requiring written approval by the procuring activity prior to implementation into the procurement or development program.
2	Data submitted to the procuring activity for review not later than 3 weeks prior to project implementation. Data shall be considered approved unless the contractor has been notified of disapproval prior to project implementation.
3	Data submitted to the procuring activity for coordination, surveillance, or information.
4	Data retained by the contractor to be made available to the procuring activity upon request. The contractor shall furnish a list to the procuring activity.
5	Data to be retained by the contractor and reviewed by NASA on request.
- E. INSPECT/ACCEPT: Enter Inspection Acceptance code as follows:
 

CODE	INSPECTION	ACCEPTANCE	CODE	INSPECTION	ACCEPTANCE
1	Source	Source	4	Certificate of Conformance	(Mandatory)
2	Destination (OPR)	Destination (OPR)	5	Certificate of Conformance	(Optional)
3	Source	Destination (OPR)	6	No Inspection Required	No Acceptance Reqd
- F. FREQUENCY OF SUBMISSION: Enter the frequency of submission code as follows:
 

CODE	DESCRIPTION	CODE	DESCRIPTION	CODE	DESCRIPTION
AD	As Directed	PC	Per Contract	PV	Per Vehicle
AN	Annual	PD	Per Failure	QU	Quarterly
AR	As Required	PE	Per Event	RD	As Released
BE	Biennial	PF	Per Facility	RT	One Time & Revisions
BM	Bimonthly (every 2 months)	PG	Per Program	SA	Semi-Annually
BW	Biweekly (every 2 weeks)	PI	Per Equipment End Item	SM	Semi-Monthly
DA	Daily	PJ	Per Project	TY	Three-Year Period
DD	Deferred Delivery	PL	Per Launch Flight Mission	UR	Upon Request
MO	Monthly	PS	Per System	WK	Weekly
OT	One Time	PT	Per Test		
- G. INITIAL SUBMITTAL: Enter date of initial submittal as follows: Month, Day, Year. If calendar date is not scheduled, enter number of days preceding or following event to which the data requirement is related, e.g., 90 days prior to launch. Amplify in REMARKS (Item J) if necessary.
- H. AS OF DATE: For "Onetime Only" submittals, enter date by month, day, year. For recurring submittals, enter number coding, e.g., 30/10, 90/10, 15/5, etc. The first digit(s) indicate the number of calendar days from the reporting period's (block F) start to the data preparation cutoff. The second digit(s) after the slash indicates the number of calendar days from the cutoff to the submittal date. Example: if block F were "MO" and block H were "30/10", the data would include the entire month and would be submitted within 10 days thereafter.
- J. REMARKS: Enter in this space: (a) minor exceptions to the DRD; (b) stipulation of specific forms when multiple forms are authorized on the DRD; (c) the paragraph, page, etc. in an existing contract where the data requirement is specified (this data may be removed at final approval); (d) additional submittal information if necessary.
- K. DISTRIBUTION: Enter organizational symbol, number of copies, and type of copy code(s) in parenthesis required for each office. Type of copy codes are as follows: (A) Regular; (B) Reproducible; (C) Microfilm, Aperture Cards; (D) Others (explain in remarks - item J). Example of entries: IS-PRO-1(1A) = one regular copy; IS-PRO-3 (5A, 1B) = five regular copies, one reproducible copy. Enter the total number of copies by type in the space provided.

**INSTRUCTIONS FOR COMPLETING DATA REQUIREMENT DESCRIPTION**

GENERAL: The Data Requirement Description (DRD) will be prepared to describe the content and provide preparation information for data required in support of NASA programs.

- 1. TITLE: Enter the title or type of document required. The first word of the title should be a principal noun which best establishes the basic concept of the data. Subsequent words should be appropriate modifiers. For example: Plan, Project Development (SIVB); Report, Quarterly Progress; Proposal, Engineering Change (ECP).
- 2. NUMBER: Enter the appropriate number assigned to the DRD. This number will identify the appropriate data category.
- 3. USE: Enter a synopsis of the use of the document stating reason for the requirement.
- 4. DATE: Enter date of preparation.
- 5. ORGANIZATION: Identify the installation preparing the DRD.
- 6. REFERENCES: List applicable documents by number (NASA Mgt Manual, etc.) to which the preparing office (e.g., NASA installations, etc.) may refer for additional information concerning the data requirement.
- 7. INTERRELATIONSHIP: Enter all affected approved DRDs within the scope of the program when the DRD under preparation creates a significant impact or interface relationship with existing DRDs. Include a brief narrative of the impact or relationship created and a statement that the new DRD does not cause a conflict with other DRDs.
- 8. PREPARATION INFORMATION: Provide ample information for preparation of the data required by the data requirements description. Include all necessary details of preparation to satisfy the originator's formal requirements.

NOTE: This is an electronic facsimile and is not an exact duplicate of the original form.

DATA REQUIREMENTS

CONTRACT APPLICATION INFORMATION FOR DRL <u>EDC</u>						A. ITEM NO. 001
B. LINE ITEM TITLE Emergency Preparedness Plan						
C. OPR. IM-SPS	D. TYPE 1	E. INSPECT/ACCEPT 2	F. FREQ. RT	G. INITIAL SUB. See Block J	H. AS OF DATE See Block J	
J. REMARKS The Emergency Preparedness Plan shall be submitted for approval by the Contracting Officer within 60 days after contract start.						
K. DISTRIBUTION Provided by Contracting Officer						TOTALS
						NO.    TYPE
DATA REQUIREMENT DESCRIPTION						
1. TITLE Emergency Preparedness Plan					2. NUMBER	
3. USE To provide the method for the establishment, development, and maintenance of the effective capability to cope with emergencies or disasters as identified in KHB 1040.1F w/ch. 1					4. DATE	
					5. ORGANIZATION KSC	
7. INTERRELATIONSHIP					6. REFERENCES See Block 8	
B. PREPARATION INFORMATION Prepare and maintain a current Emergency Preparedness Plan for the protection of personnel and facilities in the assigned areas of operation.  A. The Plan shall provide: <ol style="list-style-type: none"> <li>1. Emergency plans and procedures (including hurricanes);</li> <li>2. Methods to be used for indoctrination and training of Contractor and support personnel for optimum emergency readiness.</li> <li>3. Procedures for prompt return of systems to full operational condition following an emergency.</li> <li>4. Effective emergency operational performance.</li> <li>5. Description of how the Plans will be implemented.</li> <li>6. Identification of a Hurricane Coordinator.</li> </ol> B. The format of the Plan shall be similar to that in KHB 1040.1F w/ch. 1.						
Block 6 References:  NMI 1040.3C KHB 1040.1F w/ch. 1						

**DATA REQUIREMENT**

<b>CONTRACT APPLICATION INFORMATION FOR DRL</b>	<b>A. ITEM NO.</b> 002
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**B. LINE ITEM TITLE.**

Metrics Data Report

<b>C. OPR.</b> MMI-H	<b>D. TYPE</b> 3	<b>E. INSPECT/ACCEPT</b> 2	<b>F. FREQ.</b> QU / AD	<b>G. INITIAL SUB.</b> See Block J	<b>H. AS OF DATE</b> See Block J
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**J. REMARKS:**

Block G & H: The initial report submittal shall be after the first quarter.

**K. DISTRIBUTION**

Code A: Complete hardcopy to CTM and individual sheets to NASA Project Managers quarterly, in time for inclusion in quarterly Contractor evaluation reports.  
Code D: Data to be available electronically, updated monthly, with capability to print and sort by Task Order, Functional Area, Project Manager, Task Order Lead, Metric Owner, etc.

TOTALS	
NO.	TYPE
2	A
1	D

**DATA REQUIREMENT DESCRIPTION**

<b>1. TITLE</b> Metrics Data Report	<b>2. NUMBER</b>
<b>3. USE</b> To report Contractor metrics data to NASA Projects Managers and Contract Technical Manager for insight and evaluation.	<b>4. DATE</b>
	<b>5. ORGANIZATION</b> KSC
<b>INTERRELATIONSHIP</b>	<b>6. REFERENCES</b>

**8. PREPARATION INFORMATION**

Provide electronic database, available real-time, of all metrics data required by Task Orders, Technical Directives, or Task Order Plans.

An important contract-wide metric is performance against scheduled Task Order milestones. Provide electronically available database of all milestones documented on Task Orders, Technical Directives, or Task Order Plans. Milestones should be designated as either normal or "critical". Milestone dates should be validated against Task Orders and Technical Directives. Provide capability to summarize milestone performance data by Task Order, Project Manager, Functional Area, etc. as well as contract-wide.

At the end of each quarter, submit a summary report of all metrics. Data should be presented in table or chart form where practicable, and should include any available trend history from all previous reporting periods. Each page should include the Task Order title, number, NASA Project Manager, Contractor metric owner, and applicable Standards of Performance and Maximum Error Rates.

At the end of each quarter, submit a summary report of all milestones, with current status, number completed on time, number overdue, number completed late, etc.

## DATA REQUIREMENT

CONTRACT APPLICATION INFORMATION FOR DRL					EDC	A. ITEM NO 003
B. LINE ITEM TITLE Contractor Financial Management Report (NASA Form 533 Series)						
C. OPR GG-C-A2	D. TYPE 3	E. INSPECT/ ACCEPT 6	F. FREQ. MO/QU	G. INITIAL SUB. See Block J	H. AS OF DATE See Block J	
J. REMARKS:  Initial submission of NASA Form 533M and 533Q reports shall begin with the first monthly report after contract start.  * Block K - Code D: Data to be provided on electronic medium. The CTM will determine the type and quantity.						
K. DISTRIBUTION						TOTALS
GG-C-A2 (2)						NO.
OP-MSO-A (Summary Only) (1)						TYP
OP-AMO-C (Summary Only) (1)						7
CTM (1)						A
GG-B1 (1)						*
DCAA (1)						D

## DATA REQUIREMENT DESCRIPTION

1. TITLE NASA Contractor Financial Management Report (Monthly - NASA Form 533M) (Quarterly - NASA Form 533Q)	2. NUMBER
3. USE To provide financial management cost and financial planning data for ensuring that Contractor operations are efficiently planned and supported by dollar and labor resources.	4. DATE
	5. ORGANIZATION KSC
7. INTERRELATIONSHIP DRD-015, DRD-018	6. REFERENCES NPD 9501.1F NPD 9501.2C

## 8. PREPARATION INFORMATION

A. Prepare NASA Forms 533M & 533Q per instructions referenced above (NPG9501.2C). Refer to sample 533 reporting format for desired report periods and cost elements to be presented.

B. An initial NF533Q report shall be submitted within 30 working days after authorization to proceed has been granted. The initial report shall reflect the original contract value detailed by negotiated reporting categories and shall be the original contract baseline plan. Subsequent NF533Q reports are due not later than the 15th day of the month preceding the quarter being reported (e.g. the report for the quarter beginning July 1 is due not later than June 15). Additional negotiated amounts, if any, shall be identified in like manner within 30 days of the conclusions of negotiations. An addendum shall be included with each NF533Q, which will provide details of Payroll Additives and Fringe Benefits, as described in paragraph "P."

C. NF533M reporting must begin not later than 30 days after incurrence of costs. Subsequent NF533M reports shall be furnished not later than 10 working days following the close of the Contractor's monthly accounting period.

D. In no case will the NF533M & NF533Q reports arrive later than the 15th calendar day of the appropriate month.

(See continuation sheet)

## DOCUMENT CONTINUATION SHEET

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Contractor Financial Management Report (NASA Form 533 Series)

- E. The Contractor shall additionally provide data, exclusive of narrative remarks, on electronic medium. The Contractor and NASA will jointly pursue the use of available technologies and transmission capabilities to facilitate electronic reporting, and will endeavor to provide electronic reporting earlier than the standard due dates.
- F. The Contractor shall furnish with the initial NF533Q, the Contractor's accounting calendar that lists the accounting periods, number of workdays included in each period, and all holidays. All subsequent revisions shall be provided at the time of the change. At a minimum, an updated accounting calendar will be provided at the beginning of each government fiscal year.
- G. Data elements listed in this DRD will be reported under the following categories:
1. Total Contract Summary
  2. Indirect Cost Summary (Management & Administrative)
  3. Task Order Summary by Appropriation Numbers and Nomenclature
    - a. Program Summaries
    - b. Task Order Detail Summaries
    - c. Closed Task Order List
    - d. Summary of Closed Task Orders
  4. Task Order Numbers and Titles
- H. Contractors are required to indicate full incurred costs on the NF533 Report. At the end of each fiscal year, upon submittal of final indirect cost rates, provisional billing rates shall be changed to the proposed final rates. The Contractor shall include adjustments in the current month actual costs column on the NF533M, itemizing adjustments in an addendum to the NF533M.
- I. Cost figures will be reported to the nearest whole dollar, and equivalent headcount will be reported to the nearest tenth. Hours will be reported to the nearest whole hour.
- J. Subcontractor, if applicable, will provide 533 reports to the prime Contractor in the same format as required by this DRD for the applicable data elements and categories. Copies of the subcontractor's 533 reports will be submitted with the prime contractor's 533 report.
- K. Indirect costs (such as Management and Administrative costs and Non-Task Order related ODC) shall be allocated to the applicable Task Orders based on acceptable accounting practices and statistical techniques. A complete breakdown of all elements of indirect costs and allocation methods will be required. Specific percentages and distributions must be approved by NASA prior to implementation.
- L. Each NF533M shall contain a next month estimate for all anticipated hours and costs.
- M. The Contractor shall provide with the NF533M, a variance analysis by amount and percent for each element of cost, of the difference between the estimate for the month (made in the previous month) and the actual for the month being reported in the current NF533M. This variance analysis will be required for the Contract Summary, as well as for each Appropriation Summary. In addition, the Contractor shall provide a narrative summary of each data element and explain the reason(s) for the variance.

(See continuation sheet)

1 DOCUMENT NO DRD-003	KENNEDY SPACE CENTER  DOCUMENT CONTINUATION SHEET	2 Page <u>3</u> of 5
4 DOCUMENT Contractor Financial Management Report (NASA Form 533 Series)		3 OFFICE  5 DATE

- 8
- N. For any indirect rates (such as overhead, G&A, etc.) charged to the contract, the Contractor is to identify in the narrative to the NF533M the provisional billing rates, ceiling rates and cumulative actual rates for the contract.
- O. Data elements to be reported should include the following:

**CONTRACTOR FINANCIAL MANAGEMENT REPORTS - NASA FORMS 533M & 533Q DATA ELEMENTS**

DIRECT LABOR (ENGINEERING, ENGINEERING SUPPORT, FACILITY and LABORATORY SUPPORT) HOURS

Straight Time Productive Hours  
Overtime Productive Hours  
Subcontract Productive Hours  
    Subtotal Productive Hours  
Non-Productive Hours  
    **TOTAL DIRECT HOURS**

INDIRECT LABOR (MANAGEMENT AND ADMINISTRATIVE LABOR) HOURS

Straight Time Productive Hours  
Overtime Productive Hours  
Subcontract Productive Hours  
    Subtotal Productive Hours  
Non-Productive Hours  
    **TOTAL DIRECT HOURS**  
    **TOTAL DIRECT & INDIRECT LABOR HOURS**

DIRECT LABOR (ENGINEERING, ENGINEERING SUPPORT, FACILITY and LABORATORY SUPPORT) COST

Straight Time Productive Cost  
Overtime Productive Cost  
    Subtotal Direct Productive Cost  
Non-Productive Cost  
Fringe Benefits/Payroll Adds  
    Subtotal Non-Productive  
    **TOTAL DIRECT LABOR COST**

(See continuation sheet)

## DOCUMENT CONTINUATION SHEET

4 DOCUMENT

Contractor Financial Management Report (NASA Form 533 Series)

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INDIRECT LABOR (MANAGEMENT AND ADMINISTRATIVE LABOR) COST

Straight Time Productive Cost  
 Overtime Productive Cost  
     Subtotal Direct Productive Cost  
 Non-Productive Cost  
 Fringe Benefits/Payroll Adds  
     Subtotal Non-Productive  
 TOTAL DIRECT LABOR COST  
 TOTAL DIRECT & INDIRECT LABOR COST

OTHER DIRECT COSTS (Subgrouped by Task Order and Non-Task Order Related):

Subcontracts  
 Material/Equipment  
 Maintenance  
 Motor Vehicle Expense  
 Training  
 Relocation  
 Recruitment  
 Other ODC (detail elements in NF533M narrative)  
     TOTAL OTHER DIRECT COST  
 TOTAL COST BEFORE G&A

G&ACOST OF FACILITIES CAPITALTOTAL COSTAWARD FEE

Fee Earned  
 Provisional Fee  
 Potential Additional Fee  
     TOTAL AWARD FEE

TOTAL CONTRACT COST AND FEEDISCOUNTS TAKENTOTAL CONTRACT COST THROUGH DISCOUNTSMANAGEMENT INFORMATION ITEMS

Prompt Payment Discounts  
 Unfilled Orders  
 Termination Liability  
 Equivalent Direct Headcount  
 Equivalent Indirect Headcount  
 Equivalent Population  
 Equivalent Overtime Headcount  
 Overtime Rate Percent  
 Equivalent Subcontractor Headcount  
 Contract Total Physical (Actual) Headcount

(See continuation sheet)

**KENNEDY SPACE CENTER**  
**DOCUMENT CONTINUATION SHEET**

Contractor Financial Management Report (NASA Form 533 Series)

P. An analysis of Payroll Additives & Fringe Benefits (PA&FB) shall be included with each NF533Q. The analysis will detail all elements that make up the PA&FB category and list the Fiscal Year to Date Cost for each element, and provide an estimate for the balance of the Fiscal Year, by quarter. The associated labor cost will also be included, and the Fringe Benefit Rate will be calculated as a percent of labor cost. The applicable bases and rates for the individual elements will be provided. Variances from planned rates, and variances between quarters will be explained.

Q. **SELECTED DATA ELEMENT DEFINITIONS** Elements of cost are defined in general in NPG 9501.2C. This Center feels that additional explanations are necessary for the items listed below, in order to ensure clarity.

1. Straight Time Hours - Those non-premium hours exclusive of non-productive hours which are worked by direct labor personnel.
2. Overtime Hours - Those premium hours worked by direct labor personnel.
3. Non-Productive Hours - Those hours used for vacation, sick leave, holiday, and other non-work periods. This only includes those hours for which the employees are paid.
4. Equivalent Direct Headcount - The average number of contractor personnel located at KSC during the month. The total of Direct and Indirect Headcount. It is further defined as:

$$\text{Direct Headcount} = \frac{\text{Straight Time Direct Hours} + \text{Non-Productive Hours}}{8 \times (\text{number of Operating Days and Holidays})}$$

5. Equivalent Indirect Headcount - The average number of indirect (Management & Administrative) personnel. Population less direct headcount.
6. Equivalent Population - The average number of contractor personnel located at KSC during the month. The total Direct and Indirect Headcount. It is further defined as:

$$\frac{\text{Straight Time Direct Hours} + \text{Non-Productive Hours} + \text{Indirect Hours (M\&A)}}{8 \times (\text{number of Operating Days and Holidays})}$$

7. Equivalent Overtime Headcount -

$$\text{Equivalent Overtime Headcount} = \frac{\text{Total Paid Overtime Hours Expended}}{8 \times (\text{number of Operating Days and Holidays})}$$

8. Overtime Rate Percent -

$$\text{Overtime Rate} = \frac{\text{Overtime Hours Expended}}{\text{Straight Time Hours} + \text{Non-Productive Hours}}$$

DATA REQUIREMENTS

Page 1 of 1

CONTRACT APPLICATION INFORMATION FOR DRL <u>EDC</u>					A. ITEM NO. 004	
B. LINE ITEM TITLE: Information Technology (I/T) Reporting						
C. OPR. DE IRM Rep.	D. TYPE 3	E. INSPECT/ACCEPT 6	F. FREQ. SA/AD	G. INITIAL SUB. See Block J	H. AS OF DATE	
J. REMARKS Initial submittal 6 months after contract start unless otherwise directed.  * Block K - Code D: Data to be provided on electronic medium. The CTM will determine the type and quantity.						
K. DISTRIBUTION Provided by Contracting Officer					TOTALS	
					NO.	TYPE
DATA REQUIREMENT DESCRIPTION						
1. TITLE Information Technology Reporting				2. NUMBER		
3. USE To provide NASA with I/T reporting data necessary for oversight.				4. DATE		
				5. ORGANIZATION KSC		
7. INTERRELATIONSHIP				6. REFERENCES		
8. PREPARATION INFORMATION List separately by Work Order and cumulative total for the contract all associated Information Technology (I/T) resources which includes workforce labor, hardware and software for both Commercial-Off-The-Shelf (COTS) and developed items. Costs and labor shall be accumulated for work activity or purchases which are expended in I/T activities (this does not include activities which may utilize I/T resources as a tool but are not I/T activities; e.g., conducting a test which may use I/T tools but there is no I/T design, development or purchase required). Provide cumulative actuals for the contract segregated into the following categories:  1. COTS: a) Purchased hardware cost b) Purchased software cost  2. Design/Development/Integration- related: a) I/T workforce cost for hardware items b) I/T workforce labor hours for hardware items c) I/T workforce cost for software items d) I/T workforce labor hours for software items						

DATA REQUIREMENTS

CONTRACT APPLICATION INFORMATION FOR DRL <u>EDC</u>					A. ITEM NO. 005	
B. LINE ITEM TITLE: Motor Vehicle Utilization Plan						
C. OPR. DE-ADM	D. TYPE 3	E. INSPECT/ACCEPT 6	F. FREQ. See Block J	G. INITIAL SUB. See Block J	H. AS OF DATE See Block J	
J. REMARKS The initial plan shall be submitted 30 days after the contract start. The plan shall be updated every 6 months covering all changes necessary including a 12 month vehicle forecast which must allow 6 months advance notice of increased requirements.						
K. DISTRIBUTION Provided by Contracting Officer					TOTALS	
					NO.	TYPE
DATA REQUIREMENT DESCRIPTION						
1. TITLE Motor Vehicle Utilization Plan					2. NUMBER	
3. USE The plan shall provide for the method of acquisition and management of motor vehicles needed to properly perform the requirements of the contract.					4. DATE	
					5. ORGANIZATION KSC	
7. INTERRELATIONSHIP					8. REFERENCES See Block 8	
8. PREPARATION INFORMATION The Motor Vehicle Utilization Plan shall fully describe the Contractor's methodology in acquiring motor vehicles demonstrating that the most efficient and cost effective techniques are employed. The Plan shall also fully describe the management techniques which assure that the proper number of vehicles are continuously justified, that operators are fully aware of "official use only" restrictions, and are properly licensed. Operator discipline for improper use of vehicles shall be described. The Plan shall also contain a 12 month vehicle requirements forecast which must be updated every 6 months.						
Block 6 References:  KHB 6000.1C KHB 1610.1						

DATA REQUIREMENTS

CONTRACT APPLICATION INFORMATION FOR DRL <u>EDC</u>					A. ITEM NO 006	
B. LINE ITEM TITLE: Annual Summary Of Records Holdings Report						
C. OPR. DE-ADM	D. TYPE 3	E. INSPECT/ACCEPT 2	F. FREQ. AN	G. INITIAL SUB. See Block J	H. AS OF DATE 360/10	
J. REMARKS The initial report shall be submitted 30 days after contract start.						
K. DISTRIBUTION Provided by Contracting Officer					TOTALS	
					NO.	TYPE
DATA REQUIREMENT DESCRIPTION						
1. TITLE Annual Summary of Records Holdings Report				2. NUMBER		
3. USE To provide the KSC Records Management Officer with an annual count of NASA-owned, Contractor-held records on hand and the volume of records destroyed during the year.				4. DATE		
				5. ORGANIZATION KSC		
7. INTERRELATIONSHIP				6. REFERENCES See Block 8		
8. PREPARATION INFORMATION						
A. The report is submitted on Standard Form 136, "Annual Summary of Records Holdings." The forms and current submittal information will be provided by the OPR (Office of Primary Responsibility).						
B. Examples of information requested include:						
1. Volume of records on hand (in cubic feet) at the beginning and end of the reporting period. The reporting period is from October 1 to September 30 of the subsequent year.						
2. Volume of records destroyed during the reporting period.						
3. Number of reels of magnetic tape on hand.						
4. Volume of audio visual records destroyed during the reporting period (includes still pictures, motion pictures, sound recordings and video recordings).						
5. An explanation of significant increases or decreases in volume of records, holding, or any other significant records disposition matters, such as, the volume of "non-record material" on hand at the beginning and end of each reporting period.						
Block 6 References:						
KMI 1440.1F						
NPG 1441.1C						

DATA REQUIREMENTS

CONTRACT APPLICATION INFORMATION FOR DRL <u>EDC</u>						A. ITEM NO. 007	
B. LINE ITEM TITLE Information Technology (I/T) Plans							
C. OPR. DL-DSD	D. TYPE 1	E. INSPECT/ACCEPT 6	F. FREQ. See Block J	G. INITIAL SUB. See Block J	H. AS OF DATE		
J. REMARKS Block F: Yearly as required for Level A plan with updates as necessary. Initially and as required for updates for Level B plan. Block G: Within 45 days after contract start. * Block K - Code D: Data to be provided on electronic medium. DL-DSD will determine the type and quantity.							
K. DISTRIBUTION Provided by Contracting Officer						TOTALS	
						NO.	TYPE
DATA REQUIREMENT DESCRIPTION							
1. TITLE Information Technology (I/T) Plan					2. NUMBER		
3. USE To document Contractor Information Technology requirements for NASA approval and reporting to other government activities.					4. DATE		
					5. ORGANIZATION KSC		
7. INTERRELATIONSHIP					6. REFERENCES See Block 8		
8. PREPARATION INFORMATION Prepare Level A and Level B Information Technology Plans and submit to the DE Information Resources Manager (IRM) Representative as required to maintain current information on I/T requirements and changes thereto. Section J, Attachment J-1, Appendix 5 contains the NASA KSC Chief Information Officer (CIO) direction currently in use pending NASA agency directives.							

DATA REQUIREMENTS

CONTRACT APPLICATION INFORMATION FOR DRL <u>EDC</u>					A. ITEM NO. 008	
B. LINE ITEM TITLE Safety Statistics Report (SSR)						
C. OPR. DE-PCO	D. TYPE 3	E. INSPECT/ACCEPT 6	F. FREQ. See Block J	G. INITIAL SUB. See Block J	H. AS OF DATE See Block J	
J. REMARKS Block F: Monthly, on or before the 10 <sup>th</sup> of each month, for the previous month. Block G: By the 10 <sup>th</sup> of the second month after contract start.						
K. DISTRIBUTION Provided by Contracting Officer					TOTALS	
					NO.	TYPE
DATA REQUIREMENT DESCRIPTION						
1. TITLE Safety Statistics Report (SSR)					2. NUMBER	
3. USE To provide information on accidents affecting the Contractor's performance.					4. DATE	
					5. ORGANIZATION KSC	
7. INTERRELATIONSHIP					6. REFERENCES KHB 1710.2C, Annex B	
8. PREPARATION INFORMATION The Safety Statistics Report (SSR) provides information on accidents affecting the Contractor's performance. The SSR shall contain the following monthly information (Contractor format):						
<ol style="list-style-type: none"> <li>1. Number of labor hours worked.</li> <li>2. Number of new lost-time injury cases.</li> <li>3. Number of lost-time days for the month (including previous month's cases).</li> <li>4. Number of medical treatment cases.</li> <li>5. Number of first aid cases.</li> <li>6. Number of miles driven in Government-provided vehicles.</li> <li>7. Number of vehicle accidents with damage greater than \$1000.</li> <li>8. Total damage cost due to motor vehicle accidents (including accidents with less than \$1000 damage).</li> <li>9. Number of accidents which resulted in NASA property damage greater than \$1000.</li> <li>10. Total damage cost to NASA property as a result of accidents (including accidents with less than \$1000 damage).</li> </ol>						

DATA REQUIREMENTS

CONTRACT APPLICATION INFORMATION FOR DRL <u>EDC</u>					A. ITEM NO. 009	
B. LINE ITEM TITLE: Acceptance Data Package (ADP)						
C. OPR. EY	D. TYPE 4	E. INSPECT/ACCEPT	F. FREQ. See Block J	G. INITIAL SUB. See Block J	H. AS OF DATE	
J. REMARKS Block F: Submitted with shipment/transfer of each applicable hardware item or software delivery. Block G: As required on Work Order or Technical Directive (TD) with delivery of hardware or software from DE to a customer.						
K. DISTRIBUTION Provided by Contracting Officer					TOTALS	
					NO	TYPE
DATA REQUIREMENT DESCRIPTION						
1. TITLE Acceptance Data Package (ADP)				2. NUMBER		
3. USE The ADP is an accumulation of documentation that provides a verified, complete and current status of deliverable hardware/software as required on the WO or TD.				4. DATE		
				5. ORGANIZATION KSC		
7. INTERRELATIONSHIP				8. REFERENCES See Block 8		
8. PREPARATION INFORMATION The ADP shall be prepared using KHB 5310.1C, Change 5 as a guideline or, for Space Station Program items, in accordance with SSP 30695 (Contractor format is acceptable).						

DATA REQUIREMENTS

CONTRACT APPLICATION INFORMATION FOR DRL <u>EDC</u>	A. ITEM NO. 010
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B. LINE ITEM TITLE:  
Management Plan

C. OPR. DE-PCO	D. TYPE 1	E. INSPECT/ACCEPT 2	F. FREQ. RT/AD	G. INITIAL SUB. See Block J	H. AS OF DATE See Block J
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J. REMARKS  
The plan shall be submitted within 15 days after contract start and must be approved by the Contracting Officer. Subsequent submissions or updates will be submitted per the request of the OPR.

K. DISTRIBUTION Provided by Contracting Officer	TOTALS	
	NO.	TYPE

DATA REQUIREMENT DESCRIPTION

1. TITLE Management Plan	2. NUMBER
3. USE The document shall detail the Contractor approach to implementing the detailed management activities.	4. DATE
	5. ORGANIZATION KSC
7. INTERRELATIONSHIP	8. REFERENCES

8. PREPARATION INFORMATION  
The Management Plan shall include sufficient information to address the Contractor's approach to organization, planning, scheduling, implementing, staffing, subcontracting, application of Continuous Improvement principles, risk management and all SOW activities. The Plan shall also address how the Contractor will interface with the multiple government and contractor organizations which will be required.  
  
The plan shall incorporate the major aspects of the Contractor's proposal as modified through the Best and Final Offer.

DATA REQUIREMENTS

CONTRACT APPLICATION INFORMATION FOR DRL <u>EDC</u>						A. ITEM NO. 011	
B. LINE ITEM TITLE: Safety and Health Plan							
C. OPR. EI	D. TYPE 1	E. INSPECT/ACCEPT	F. FREQ. N/A	G. INITIAL SUB See Block J	H. AS OF DATE		
J. REMARKS Block G: A preliminary Safety and Health Plan shall be submitted within two weeks after contract start with the final plan submittal for approval within 90 days after contract start.							
K. DISTRIBUTION Provided by Contracting Officer						TOTALS	
						NO.	TYPE
DATA REQUIREMENT DESCRIPTION							
1. TITLE Safety and Health Plan					2. NUMBER		
3. USE To describe the Contractor's safety and health plan for each work area.					4. DATE		
					5. ORGANIZATION KSC		
7. INTERRELATIONSHIP					6. REFERENCES KHB 1710.2C, Annex B		
8. PREPARATION INFORMATION							
1. <b>SCOPE:</b> Applicable to all NASA centers and sites where the Contractor is operational.							
2. <b>APPLICABLE DOCUMENTS:</b>							
		NHB 5300.4 (ID-2)	Safety, Reliability, Maintainability and Quality Provisions for the Space Shuttle Program, as modified by this SOW				
		NHB 1700.1 (VI)-B	NASA Safety Policy and Requirements Document				
		CFR 1910	Department of Labor, Occupational Safety and Health Standards				
3. <b>CONTENTS:</b> The plan shall describe tasks and activities of safety and health management at each work area where the contractor is operational to assure the identification, evaluation and elimination/control of safety and health concerns. The plan shall include the following:							
a) Organization chart(s) which illustrate the functional relationships and lines of communication between Safety, Health and other organizational elements.							
b) Descriptions of the Safety and Health management function within the organization including the process through which management decisions will be made, including notification of the local NASA Safety and Health organization of critical and catastrophic hazards, corrective actions, mishaps and deviations or waivers to NASA Safety and Health requirements.							
c) Description of the responsibility, authority, and accountability of Safety and Health personnel, other Contractor organizational elements involved in the safety and health effort and subcontractor safety and health personnel. Include the organizational unit responsible for the execution of safety and health tasks and the position with the authority to resolve all identified safety and health issues.							
(See continuation sheet)							

1. DOCUMENT NO(s) <p style="text-align: center;">DRD-011</p>	<b>KENNEDY SPACE CENTER DOCUMENT CONTINUATION SHEET</b>	2. Page <u>  2  </u> of <u>  2  </u>
4. DOCUMENT Safety and Health Plan		3. OFFICE  5. DATE
6. Block 8. Preparation Information Continued:  3. <u><b>CONTENTS:</b></u> (cont.)  d)     Description of the management controls that will be used to ensure compliance with safety and health regulations. e)     Cross-reference of safety program requirements (e.g., OSHA, NASA, KSC) and Contractor procedures to avoid duplication of effort. f)     Description of the safety program measurement system, including measurements, metrics, and trend analysis methods. The performance measurement system should describe responsibility for identifying and implementing remedial action, recurrence control, and corrective actions that are necessary to control and/or improve performance as indicated by the performance measurement system.  4. <u><b>ELEMENTS TO BE CONSIDERED IN THE PLAN:</b></u>  a)     Training b)     Certification c)     Inspections and audits d)     Control of unsafe conditions e)     Design, construction, and activation of facilities f)     Operation and maintenance of facilities g)     Fire prevention and protection h)     Handling and storage of hazardous materials i)     Transportation j)     Hazards to the public and employees, such as pollution and waste disposal, radiation, pesticides, noise and vibration, and explosion k)     Accident/Mishap investigation, reporting, and tracking l)     Hazardous operations m)     Personnel protective equipment n)     Contingencies, emergencies, and disasters o)     Subcontractor industrial safety requirements and the methods employed to insure compliance  5. <u><b>FORMAT:</b></u> Contractor format is acceptable.  6. <u><b>MAINTENANCE:</b></u> Changes shall be incorporated as required by change page or complete re-issue.		

DATA REQUIREMENTS

CONTRACT APPLICATION INFORMATION FOR DRL <u>EDC</u>					A ITEM NO. 012	
B. LINE ITEM TITLE. ISO 9001 Transition Plan						
C. OPR. DE-PCO	D. TYPE 1	E. INSPECT/ACCEPT 2	F. FREQ. RT/AD	G. INITIAL SUB. See Block J	H. AS OF DATE See Block J	
J. REMARKS A preliminary plan shall be submitted for approval within thirty days after contract start. The final plan shall be submitted for approval within 90 days after contract start.						
K. DISTRIBUTION Provided by Contracting Officer					TOTALS	
					NO.	TYPE
DATA REQUIREMENT DESCRIPTION						
1. TITLE ISO 9001 Transition Plan				2. NUMBER		
3. USE To serve as the master planning and control document for the Contractor's Safety & Mission Assurance program until successful ISO 9001 Compliance.				4. DATE		
				5. ORGANIZATION KSC		
7. INTERRELATIONSHIP				6. REFERENCES ISO 9001		
8. PREPARATION INFORMATION The ISO 9001 Transition Plan shall meet the intent of ANSI/ASQC ISO 9001 and shall serve as the control document for the Contractor's Quality Assurance (QA) program until successful ISO compliance is achieved for this contract.  The plan shall describe the Contractor's management approach for QA activities including elements related to the successful transition to ISO 9001 compliance. The plan shall include milestone metrics which will be used to assess the Contractor's progress toward compliance and shall be provided in a format that readily identifies the Contractor's QA program and those specific requirements imposed by the contract. The plan shall be capable of being audited by the Government.  The plan shall show the relationship of the individual managing the QA Program with each group performing QA program tasks including his authority to control and monitor the cited tasks.  As an attachment to the plan, the Contractor shall list the implementing ISO quality procedures by subject, cross referenced to the paragraph(s) of the plan, number and revision date. The "index" or listing shall become part of the plan and require periodic updating.  The initial plan submission shall incorporate all changes to the proposal draft plan through Best and Final Offers and, when approved, will be used as the control document for the Contractor's QA program until approval of the final plan submission.  The final plan submission shall incorporate all changes to the initial plan necessary for the transition of DE labs for which the Contractor has responsibility for ISO compliance. When approved, the final plan will be used as the control document for the Contractor's QA program until ISO compliance is complete at which time ISO 9001 will be used as the control document.						

DATA REQUIREMENTS

CONTRACT APPLICATION INFORMATION FOR DRL <u>EDC</u>	A. ITEM NO. 013
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B. LINE ITEM TITLE:  
Security Plan

C. OPR. IM-SPS	D. TYPE 1	E. INSPECT/ACCEPT 2	F. FREQ. RT-AD	G. INITIAL SUB. See Block J	H. AS OF DATE See Block J
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J. REMARKS  
A preliminary plan shall be submitted two weeks after the contract start and a final plan shall be submitted for approval within 90 days of the contract start.

K. DISTRIBUTION Provided by Contracting Officer	TOTALS	
	NO.	TYPE

DATA REQUIREMENT DESCRIPTION

1. TITLE Security Plan	2. NUMBER
3. USE Document shall detail Contractor approach to implementing NASA KSC security policies and directives.	4. DATE
	5. ORGANIZATION KSC
7. INTERRELATIONSHIP	6. REFERENCES See Block 8

6. PREPARATION INFORMATION  
The Contractor Security Plan shall address the Contractor approach to implementing KSC policy and directive documents. Additionally, other Contractor security initiatives and innovative operating approaches or procedures shall be included. The basic plan shall be unclassified. Any KSC referenced documents that would be included in the basic Contractor Security Plan whose inclusion would be classified should be addressed as a separate appendix appropriately classified.

Block 6. References:  
KHB 1610.1A  
KHB 1610.2A

DATA REQUIREMENTS

CONTRACT APPLICATION INFORMATION FOR DRL <u>EDC</u>						A. ITEM NO. 014	
B. LINE ITEM TITLE: Risk Assessments							
C. OPR. DE-PCO	D. TYPE 3	E. INSPECT/ACCEPT 6	F. FREQ. AR	G. INITIAL SUB. See Block J	H. AS OF DATE		
J. REMARKS Block G: Separate report for each program risk, when identified.							
K. DISTRIBUTION Provided by Contracting Officer						TOTALS	
						NO.	TYPE
DATA REQUIREMENT DESCRIPTION							
1. TITLE Risk Assessments					2. NUMBER		
3. USE To provide NASA with a formal risk assessment of the Contractor responsible portions of design and test activities with each topic and issue presented to the CTM for resolution/approval.					4. DATE		
					5. ORGANIZATION KSC		
7. INTERRELATIONSHIP					6. REFERENCES		
<p><b>B. PREPARATION INFORMATION</b></p> <p>The Risk Assessment provides a formal means to identify, assess, and mitigate risks associated with technical, schedule, mission success and cost. A risk assessment including analytical methods, qualitative and/or quantitative as appropriate will be developed and delivered when a program risk is identified or increases.</p> <p>The assessment should include:</p> <ul style="list-style-type: none"> <li>a. Identification of the primary risk drivers.</li> <li>b. Qualitative and/or quantitative assessment of the risk including probability/likelihood of occurrence and consequences (i.e., increase, decrease or no change to present risk posture).</li> <li>c. Option for mitigating the risk including a recommendation.</li> <li>d. Impacts to baselined risk controls</li> </ul> <p>Contractor format is acceptable.</p>							

**DATA REQUIREMENT**

<b>CONTRACT APPLICATION INFORMATION FOR DRL</b>	<b>EDC</b>	<b>A. ITEM NO. 15</b>
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**B. LINE ITEM TITLE.**

Project Status Report

<b>C. OPR.</b> MM-H	<b>D. TYPE</b> 3	<b>E. INSPECT/ ACCEPT</b> 6	<b>F. FREQ.</b> MO	<b>G. INITIAL SUB.</b> See Block J	<b>H. AS OF DATE</b>
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**J. REMARKS:**

Initial submittal shall be 30 days after contract start.

The Contractor may be required to present the status charts at monthly Project Management Status Review meetings.

Additional, more detailed level Project / Task Order Status data shall be available electronically.

**K. DISTRIBUTION**

MM-H-A, Contract Technical Manager (1)  
 All Project Managers list on Task Orders (~25)  
 MM-H, Associate Director of Project Management (2)  
 MM-G (1), MM-J (1), MM (1)

TOTALS	
NO.	TYPE
31	A

**DATA REQUIREMENT DESCRIPTION**

<b>1. TITLE</b> Project Status Report	<b>2. NUMBER</b>
<b>3. USE</b> To provide Project Managers and Engineering Development Directorate Management with detailed status of work being performed on each Project / Task Order.	<b>4. DATE</b>
	<b>5. ORGANIZATION</b> KSC
<b>7. INTERRELATIONSHIP</b> DRD-003	<b>6. REFERENCES</b>

**8. PREPARATION INFORMATION**

The Status Report shall consist of narrative descriptions, tabular data and a schedule.  
 Contents of the report shall include, but not be limited to, the following information:

1. Project / Task Order number, title and Project Control Number (PCN, if applicable).
2. Funding program(s) and amount from each program.
3. NASA Project Manager and Functional Area Manager.
4. Contractor interfaces and the laboratory or work area.
5. Primary Customer, or Customer representative or advocate.
6. Description of the project or work to be performed.
7. Status / Issues / Concerns / Comments.
8. Chart showing Planned vs. Actual Costs, monthly and cumulative for the current year.
9. Milestones and Deliverables.
10. Planned / Actual monthly and total Contractor and Subcontractor headcounts, including a baseline plan.
11. Planned / Actual monthly and total straight and overtime Contractor and Subcontractor labor costs.
12. Planned / Actual monthly and total Maintenance, Material, Travel and Training costs.
13. Total Planned / Actual monthly costs.
14. Planned / Actual monthly cumulative total cost, including a baseline plan.
15. Authorized total Contractor and Subcontractor labor costs and current variance.
16. Authorized total Maintenance, Material, Travel and Training costs and current variance.
17. Authorized total costs and current variance.
18. A bar chart schedule depicting the order in which the Contractor plans to accomplish all the work described by the Task Order.
19. Date last updated.

Reserved

DATA REQUIREMENTS

CONTRACT APPLICATION INFORMATION FOR DRL <u>EDC</u>	A. ITEM NO. 016
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B. LINE ITEM TITLE  
Maintenance Plan

C. OPR. DE-PCO	D. TYPE 1	E. INSPECT/ACCEPT 2	F. FREQ. RT/AD	G. INITIAL SUB. See Block J	H. AS OF DATE See Block J
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J. REMARKS  
The Maintenance Plan requires approval by the Contracting Officer. The preliminary Maintenance Plan shall be submitted within 30 days after contract start and the final plan submitted for approval within 90 days after contract start.

K. DISTRIBUTION Provided by Contracting Officer	TOTALS	
	NO.	TYPE

DATA REQUIREMENT DESCRIPTION

1. TITLE Maintenance Plan	2. NUMBER
3. USE The Plan shall detail the Contractor approach to implementing a complete and thorough maintenance program.	4. DATE
	5. ORGANIZATION KSC
7. INTERRELATIONSHIP DRD-017	6. REFERENCES

8. PREPARATION INFORMATION  
The Maintenance Plan shall include sufficient information so as to address the approach to implementing a complete and thorough maintenance program for assigned facilities, laboratories, systems, and equipment. The plan shall address allocation of Contractor manpower to accomplish maintenance documentation updates and actual performance of maintenance tasks. The plan shall also include the Contractor's approach to the integration of maintenance tasks with other ongoing work activities. Timetables for completing the documentation updates and implementing a maintenance program are to be included in the plan.

11.  
12.

Reserved

Reserved

<b>CONTRACT APPLICATION INFORMATION FOR DRL</b>	<b>A. ITEM NO.</b> 019
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**B. LINE ITEM TITLE:**  
Automated Information Security Plan (Revised via Modification # 44)

<b>C. OPR.</b> YA-A	<b>D. TYPE</b> 1	<b>E. INSPECT/ACCEPT</b> 2	<b>F. FREQ.</b> RT / AD	<b>G. INITIAL SUB.</b> See Below	<b>H. AS OF DATE</b>
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**J. REMARKS:**

Initial submittal shall be 30 days after contract start.

A revision to the plan to incorporate the requirements of modification 44 will be submitted in draft form within 30 days after incorporation of the revision into the contract. The initial submittal will be reviewed and approved by the NASA IT Security Manager prior to acceptance. The plan shall be updated every 12 months to cover all changes necessary.

<b>K. DISTRIBUTION</b> YA-A (3A) TA-1 (1A) OP-OS (1A)	<b>TOTALS</b>	
	<b>NO.</b>	<b>TYPE</b>
	3	A

**DATA REQUIREMENT DESCRIPTION**

<b>1. TITLE</b> Automated Information Security Plan	<b>2. NUMBER</b>
<b>3. USE</b> To detail the Contractor's plan to assure that adequate security is provided for all agency information collected, processed, transmitted, stored or disseminated in general support systems and major applications.	<b>4. DATE</b>
	<b>5. ORGANIZATION</b> KSC/TA-I
<b>7. INTERRELATIONSHIP</b>	<b>6. REFERENCES</b> See Below

**6. PREPARATION INFORMATION**

The Contractor shall prepare and submit for approval an Automated Information Security Plan that complies with the requirements set forth in Appendix III to OMB circular A-130, "Security of Federal Automated Information Resources." The plan shall include but not be limited to:

1. Assignment of responsibility for each system.
2. Provide for the incorporation of computer security into the software life-cycle development process.
  - a) Rules
  - b) Training
  - c) Personnel Controls
  - d) Incident Response Capability
  - e) Continuity of Support
  - f) Technical Security
  - g) System Interconnection
1. Review of Security Controls
2. Management Authorization

Block 6 Reference:

IB 2410.9A  
OMB Circular A-130, Appendix III

**DATA REQUIREMENT (Page 2 of 2)**

<b>CONTRACT APPLICATION INFORMATION FOR DRL</b>	<b>A. ITEM NO.</b> 019
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**B. LINE ITEM TITLE:**  
Automated Information Security Plan (Revised via Modification # 44)

<b>C. OPR.</b> YA-A	<b>D. TYPE</b> I	<b>E. INSPECT/ACCEPT</b> 2	<b>F. FREQ.</b> RT / AD	<b>G. INITIAL SUB.</b> See Below	<b>H. AS OF DATE</b>
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**J. REMARKS:**

Initial submittal shall be 30 days after contract start.

A revision to the plan to incorporate the requirements of modification 44 will be submitted in draft form within 30 days after incorporation of the revision into the contract. The initial submittal will be reviewed and approved by the NASA IT Security Manager prior to acceptance. The plan shall be updated every 12 months to cover all changes necessary.

<b>K. DISTRIBUTION</b> YA-A (3A) TA-1 (1A) OP-OS (1A)	<b>TOTALS</b>	
	<b>NO.</b>	<b>TYPE</b>
	3	A

**DATA REQUIREMENT DESCRIPTION**

<b>1. TITLE</b> Automated Information Security Plan	<b>2. NUMBER</b>
SE	<b>4. DATE</b>
To detail the Contractor's plan to assure that adequate security is provided for all agency information collected, processed, transmitted, stored or disseminated in general support systems and major applications.	<b>5. ORGANIZATION</b> KSC/TA-1
<b>7. INTERRELATIONSHIP</b>	<b>6. REFERENCES</b> See Below

**8. PREPARATION INFORMATION**

In addition, the Automated Information Security Plan shall address how the contractor intends to meet the requirements set forth in the following documents:

KSC 52.239-90 KSC Information Technology (IT) Security Program (AUG 1999)  
 NPD 2810.1 Security of Information Technology  
 NPG 2810 Security of Information Technology  
 KDP-KSC-P-1836 Removing Data and Licensed Software from Information Technology Storage Devices  
 NFS 1852.204-76 Security Requirements for Unclassified Information Technology Resources (JUL 2000)

DATA REQUIREMENTS

CONTRACT APPLICATION INFORMATION FOR DRL <u>EDC</u>	A. ITEM NO. 020
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B. LINE ITEM TITLE:  
Pressure Vessel/System Certification Report

C. OPR. EI	D. TYPE 3	E. INSPECT/ACCEPT 6	F. FREQ. QU	G. INITIAL SUB. See Block J	H. AS OF DATE
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J. REMARKS  
Block G: Thirty days after contract start.

K. DISTRIBUTION Provided by Contracting Officer	TOTALS	
	NO.	TYPE

DATA REQUIREMENT DESCRIPTION

1. TITLE Pressure Vessel/System Certification Report	2. NUMBER
3. USE Data required to demonstrate Pressure Vessel/System Certification KHB 1710.2C, Annex E guidelines, to ensure all DE ground-based pressure vessels and pressurized systems are certified safe to operate and are re-certified periodically.	4. DATE
	5. ORGANIZATION KSC
7. INTERRELATIONSHIP	6. REFERENCES KHB 1710.2C, Annex E

8. PREPARATION INFORMATION  
The Pressure Vessel/System Certification Report covers all pressure vessels and pressurized systems under the Contractor's responsibility. Contents shall be in accordance with guidelines in KHB 1710.2C, Annex E (Contractor format is acceptable).

DATA REQUIREMENTS

CONTRACT APPLICATION INFORMATION FOR DRL <u>EDC</u>					A. ITEM NO. 021
B. LINE ITEM TITLE: Monthly KSC Headcount Report					
C. OPR. DE-PCO	D. TYPE 3	E. INSPECT/ACCEPT 6	F. FREQ. MO	G. INITIAL SUB. 11/01/97	H. AS OF DATE 30/5
J. REMARKS					
K. DISTRIBUTION Provided by Contracting Officer					TOTALS
					NO.    TYPE
DATA REQUIREMENT DESCRIPTION					
1. TITLE Monthly KSC Headcount Report				2. NUMBER	
3. USE Information for workforce reporting requirements.				4. DATE	
				5. ORGANIZATION KSC	
7. INTERRELATIONSHIP DRD-003				8. REFERENCES	
8. PREPARATION INFORMATION					
A. Labor Reports should be submitted monthly, not later than the 5 <sup>th</sup> day of the following month.					
B. A complete organization chart including all employees by skill or job classification shall be provided.					
C. Labor data should be submitted and should be formatted as follows:					
<b><u>Total Headcount at KSC</u></b>					
<b><u>Prime</u></b>					
On Site					
Off Site					
Dispossessed					
Other Off Site					
Total: _____					
<b><u>Subcontractors (by name):</u></b> (Include only Subcontractors with on site personnel)					
On Site					
Off Site					
Dispossessed					
Other Off Site					
Total: _____					
<b>Construction</b>					
<b><u>Subcontractors (by name):</u></b> <b><u>Brief Description</u></b>				<b><u>Total</u></b>	
(See continuation sheet)					

1. DOCUMENT NO(s)  DRD-021	KENNEDY SPACE CENTER DOCUMENT CONTINUATION SHEET	2. Page <u>2</u> of <u>2</u>
4. DOCUMENT Monthly KSC Headcount Report		3. OFFICE KSC
		5. DATE

8.

**Block 8. Preparation Information Continued:**

The following definitions apply to the above items:

1. On Site - Those personnel performing on the contract occupying physical space on the Kennedy Space Center or the Cape Canaveral Air Station. This includes those personnel temporarily absent from assigned duty stations (e.g., on leave without pay, annual/sick leave).
2. Off Site - Total of those personnel performing on the contract, but physically located outside the environs of KSC or CCAS.
  - a. Dispossessed - Those personnel who normally would occupy physical space within the environs of KSC, but who have been located outside due to non-availability of space.
  - b. Others Off Site - Those personnel within total contract headcount who are not planned to occupy physical space within the environs of KSC of CCAS.
3. Construction Subcontractors - Those personnel performing on the contract within the environs of KSC or CCAS. Include a brief description or title of the effort.

DATA REQUIREMENTS

CONTRACT APPLICATION INFORMATION FOR DRL <u>EDC</u>					A. ITEM NO. 022	
B. LINE ITEM TITLE. GIDEP Alert System						
C. OPR. EI	D. TYPE 3	E. INSPECT/ACCEPT 6	F. FREQ. See Block J	G. INITIAL SUB. See Block J	H. AS OF DATE	
J. REMARKS Block F: Responses to Alerts affecting flight hardware processing within 90 days. Contractor initiated Alerts due to NASA within 10 days. Block G: Initial submission as required.						
K. DISTRIBUTION Provided by Contracting Officer					TOTALS	
					NO.	TYPE
DATA REQUIREMENT DESCRIPTION						
1. TITLE GIDEP Alert System				2. NUMBER		
3. USE To report disposition of application problems encountered with parts/materials.				4. DATE		
				5. ORGANIZATION		
7. INTERRELATIONSHIP				6. REFERENCES See Block 8		
8. PREPARATION INFORMATION The GIDEP Alert System notifies all organizations of problems associated with GSE items which could cause loss of GSE, flight hardware or personnel. <u>The Alert System shall:</u> <ul style="list-style-type: none"> <li>a. Identify an individual Contractor Alert point of contact.</li> <li>b. Review nonconformance and other failure documentation to determine if there is a problem which requires initiation and distribution of an Alert.</li> <li>c. Immediately notify the KSC Alert contact point (EI-F-C) of Alert problems.</li> <li>d. Provide follow-up notification by sending completed Alert Report (DD Form 1938) to the KSC Alert contact.</li> <li>e. Ensure dissemination of incoming Alerts on a timely basis to all personnel within the Contractor's organization whose functional responsibilities could be affected.</li> <li>f. Initiate a KSC close-out report on the Alerts when requested by NASA/KSC and forward to the KSC Alert contact. These instances are normally limited to Alerts which may impact processes and procedures conducted within KSC.</li> </ul> <u>FORMAT:</u> <ul style="list-style-type: none"> <li>a. Response - KSC close-out report in Contractor's format.</li> <li>b. Contractor initiated Alert - Form DD 1938.</li> </ul> <u>MAINTENANCE:</u> Revisions as required.						
Block 6. References: KHB 5310.1C with change 5 GOP 3.2						

Reserved

Reserved

Reserved

Reserved

DATA REQUIREMENTS

CONTRACT APPLICATION INFORMATION FOR DRL EDC					A. ITEM NO. 025	
B. LINE ITEM TITLE Technology Transfer Plan						
C. OPR. DE-TPO	D. TYPE 1	E. INSPECT/ACCEPT 2	F. FREQ. RT	G. INITIAL SUB. Sec Block J	H. AS OF DATE See Block J	
J. REMARKS The initial report submittal shall be 30 days after the contract start.  * Block K - Code D: Data to be provided on electronic medium. The CTM will determine the type and quantity.						
K. DISTRIBUTION Provided by Contracting Officer					TOTALS	
					NO	TYPE
DATA REQUIREMENT DESCRIPTION						
1. TITLE Technology Transfer Plan					2. NUMBER	
3. USE To describe the Contractor's plan for implementation of NASA's technology transfer policies.					4. DATE	
					5. ORGANIZATION KSC	
7. INTERRELATIONSHIP DRD-026					6. REFERENCES	
8. PREPARATION INFORMATION The Contractor shall establish a written, detailed Technology Transfer Plan setting forth the manner in which the contractor will meet the new technology reporting requirements of the Patent Rights clause (FAR 52.227-11 as modified by NFS 1852.227-11). The plan will also identify how the contractor will implement NASA's technology transfer policy set forth in NASA's "Agenda for Change." The plan shall address, at a minimum, the following: <ol style="list-style-type: none"> <li>1. Identify the specific areas of technical effort that are considered likely to generate new technology.</li> <li>2. Describe the means by which project supervisory and technical personnel will be advised of the responsibilities, details, and benefits of new technology reporting.</li> <li>3. Describe the procedures to be established, maintained, and followed for reviewing the effort to be undertaken for the purposes of identification and reporting (disclosure) of new technology within the time periods and in the manner prescribed by the Patent Rights clause.</li> <li>4. Describe the procedure for timely submission of the interim and final new technology reports required by the Patent Rights clause.</li> <li>5. Describe the procedures for (a) selecting either NASA's New Technology clause (NFS 1852.227-70) or another patent rights clause for inclusion in subcontracts having as a purpose the conduct of experimental, developmental, research, design, or engineering work, and (b) providing prompt notification of either the award of such subcontracts or a subcontractor's refusal to accept the clause.</li> <li>6. Identify the individual(s) assigned substantial and specific responsibilities for ensuring compliance with the requirements of the Patent Rights clause, as well as their qualifications and organizational placement to discharge these responsibilities.</li> </ol>						

(See continuation sheet)

<p>1. DOCUMENT NO(s) DRD-025</p>	<p style="text-align: center;"><b>KENNEDY SPACE CENTER DOCUMENT CONTINUATION SHEET</b></p>	<p>2. Page <u>2</u> of <u>2</u></p>
<p>4. DOCUMENT Technology Transfer Plan</p>		<p>3. OFFICE</p>
		<p>5. DATE</p>
<p>6. Block 8. Preparation Information Continued.</p> <ol style="list-style-type: none"> <li>7. Establishment of a technology transfer point of contact for coordinating all technology transfer activities.</li> <li>8. The Contractor's commitment to the development of cutting-edge dual use technologies having both application within and outside of the aerospace community.</li> <li>9. Programs aimed at educating and motivating employees to report new technology.</li> <li>10. Programs that assist subcontractors in establishing technology transfer policies and implementing technology transfer plans.</li> <li>11. Programs that support NASA's outreach and industry assistance efforts pertaining to technology transfer.</li> <li>12. Programs aimed at conducting collaborative efforts with third parties for the purpose of effectively transferring technology.</li> </ol> <p>Funding for such collaborative efforts will not necessarily include government funds and may consist of totally private funds. These collaborative efforts shall be reviewed and, where Government funds are to be used, approved by the Contracting Officer. Ownership of rights to the technology developed under these collaborative efforts shall be addressed in the individual agreements that are negotiated as part of the technology transfer process.</p> <ol style="list-style-type: none"> <li>13. Programs aimed at conducting application engineering work for the purpose of adapting the developed technology to a specific commercial use.</li> <li>14. Programs that demonstrate a strong management commitment to technology transfer.</li> </ol> <p>To maximize the benefits received from the program, it will be necessary to identify and protect the intellectual property rights associated with the technology developed under this contract (i.e., patents, copyrights, trade secrets and know-how). To the extent feasible, the Government agrees to use its best efforts to transfer rights in government-owned technology in order to support the Contractor's technology transfer program.</p>		

DATA REQUIREMENTS

CONTRACT APPLICATION INFORMATION FOR DRL EDC					A. ITEM NO. 026	
B. LINE ITEM TITLE: Technology Transfer Report						
C. OPR. DE-TPO	D. TYPE I	E. INSPECT/ACCEPT 2	F. FREQ. QU	G. INITIAL SUB. See Block J.	H. AS OF DATE See Block J	
J. REMARKS The initial report submittal shall be submitted 3 months after the contract start.  * Block K - Code D: Data to be provided on electronic medium. The CTM will determine the type and quantity.						
K. DISTRIBUTION Provided by Contracting Officer					TOTALS	
					NO.	TYPE
DATA REQUIREMENT DESCRIPTION						
1. TITLE Technology Transfer Report					2. NUMBER	
3. USE To describe the Contractor's new technology activity.					4. DATE	
					5. ORGANIZATION KSC	
7. INTERRELATIONSHIP DRD-025					8. REFERENCES See Block 8	
8. PREPARATION INFORMATION Prepare and submit a Technology Transfer Report on the following technology transfer activities:						
<ol style="list-style-type: none"> <li>1. Identify all reportable new technology items developed under this contract during the reporting period in accordance with the Patent Rights clause (FAR 52.227-11 as modified by NFS 1852.227-11).</li> <li>2. Identify promising technologies developed under this contract during the reporting period having dual-use application.</li> <li>3. Report on the activities conducted under the Contractor's Technology Transfer Plan during the reporting period.</li> </ol>						

**DATA REQUIREMENT**

**CONTRACT APPLICATION INFORMATION FOR DRL**

A. ITEM NO  
27

B. LINE ITEM TITLE.

Procurement Summary Report

C. OPR.	D. TYPE	E. INSPECT/ ACCEPT	F. FREQ.	G. INITIAL SUB.	H. AS OF DATE
GG-C-A2	3	6	MO	See Block J	

J. REMARKS:

Block G: Initial submittal one month after start of contract.

K. DISTRIBUTION

\* Code D: Data to be available electronically, updated monthly, with capability to sort and print by various fields.

GG-C-A2 (1)

TOTALS	
NO.	TYF
1	A
*	D

**DATA REQUIREMENT DESCRIPTION**

1. TITLE	2. NUMBER
Procurement Summary Report	
3. USE	4. DATE
To report the status of Contractor procurements	
7. INTERRELATIONSHIP	5. ORGANIZATION
	KSC
	6. REFERENCES

8. PREPARATION INFORMATION

Prepare electronic reporting capability that summarizes the status of all outside procurements, with sub-totals at the Task Order, Functional Area, Laboratory and Program levels. For each procurement provide the following:

1. Task Order number
2. Purchase Request number
3. Purchase Order number
4. Originator
5. Accounting number
6. Date required
7. Date delivered
8. Dollar amount committed
9. Dollar amount obligated
10. Dollar amount costed

*Deleted mod # 4/6*

Reserved

**DATA REQUIREMENT**

<b>CONTRACT APPLICATION INFORMATION FOR DRL</b>	<b>EDC</b>	A. ITEM NO. 30
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B. LINE ITEM TITLE.

Task Order Plan

C. OPR. MM-H	D. TYPE 1	E. INSPECT/ ACCEPT 2	F. FREQ. See Block J	G. INITIAL SUB. See Block J	H. AS OF DATE See Block J
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J. REMARKS:

Block F: Task Plans are required for each Task Order and each Task Order revision which impacts the scope of work.

Block G: Task Order Plans should be submitted within 10 working days after Contractor's receipt of the Task Order or revision.

Block G: Task Order Plans should be submitted within 10 working days after Contractor's receipt of the Task Order or revision.

K. DISTRIBUTION

Contract Technical Manager (CTM)  
Project Manager listed on the Task Order  
Functional Area Manager listed on the Task Order

TOTALS	
NO.	TYP.
3	A

**DATA REQUIREMENT DESCRIPTION**

1. TITLE Task Order Plan	2. NUMBER
3. USE describe the Contractor's plan for implementation of a Task Order.	4. DATE
	5. ORGANIZATION KSC
7. INTERRELATIONSHIP	6. REFERENCES

8. PREPARATION INFORMATION

The Contractor shall submit a plan for each Task Order describing the proposed approach for performing each Task Order. The following information shall be included, as applicable:

1. Title and number of applicable Task Order.
2. Discussion of the technical approach for performing the work.
3. Discussion of skill mix requirements.
4. Proposed schedule including estimated date of work commencement and completion.
5. Direct Labor hours (straight time and overtime), on a monthly basis, by subtask / fund source, and total direct labor hours estimated to complete the work.
6. Travel, material and other direct costs estimates, by subtask / fund source.
7. Estimate of subcontractors and consultants, including direct labor hours, as applicable, by subtask / fund source.
9. Other indirect cost required to complete the work, by subtask / fund source.
9. Recommended metrics for use in monitoring and evaluating the Contractor's performance.
10. Other pertinent information, such as important contacts, identified risks, safety or environmental concerns, etc.

DATA REQUIREMENTS

CONTRACT APPLICATION INFORMATION FOR DRL EDC					A. ITEM NO. 031	
B. LINE ITEM TITLE: Equal Employment Opportunity Report						
C. OPR. EO	D. TYPE 3	E. INSPECT/ACCEPT 2	F. FREQ. QU	G. INITIAL SUB. 1/7/98	H. AS OF DATE 90/7	
J. REMARKS * Block K - Code D: Data to be provided on electronic medium. The CTM will determine the type and quantity.						
K. DISTRIBUTION Provided by Contracting Officer					TOTALS	
					NO.	TYPE
DATA REQUIREMENT DESCRIPTION						
1. TITLE Equal Employment Opportunity Report				2. NUMBER		
3. USE This document will be used by Government personnel to assess the contractor's equal employment and affirmative action management of the contract effort.				4. DATE		
				5. ORGANIZATION KSC		
7. INTERRELATIONSHIP				6. REFERENCES		
8. PREPARATION INFORMATION						
<p>A. Format and content of the report shall be in accordance with KSC Forms 32-58 C/G 1/91, Quarterly Equal Opportunity Statistical Report, and a narrative report for Equal Employment Activities containing, as a minimum, the following:</p> <p style="margin-left: 40px;">Contract Number Community Activities Recruiting Activities Special Events Other pertinent information.</p> <p>B. Reports shall be provided not later than the 7<sup>th</sup> of the month which follows the end of a calendar quarter.</p> <p>Note: Contractor may reproduce the forms, or obtain from the NASA EO Office a diskette which will enable them to generate the forms through the use of Lotus 123, Quattro Pro, or Excel.</p>						

**ATTACHMENT J-1****APPENDIX 2****SAFETY, RELIABILITY AND MAINTAINABILITY REQUIREMENTS****INTRODUCTION**

This document incorporates appropriate safety, reliability, and maintainability provisions of NASA documents: NHB 1700.1, "NASA Safety Manual"; and Vol. 1; NHB 5300.4 (1D-2), "Safety, Reliability, Maintainability and Quality Provisions for the Space Shuttle Program."

**GENERAL SAFETY, RELIABILITY AND MAINTAINABILITY REQUIREMENTS**

1. The Contractor shall maintain a safety activity planned and developed in conjunction with other functions to assure that hazards are identified and eliminated or controlled to an acceptable level of risk. In addition to the development of a safety plan, safety requirements and tasks will be reflected as appropriate in other contract program plans. Applicable safety requirements and tasks shall be included in the basic management systems, design verification documents, overall system analyses, and system engineering requirements definition, and design review practices.
2. The Contractor shall conduct industrial safety activities in compliance with NASA FAR Supplement 1852.223-70. Industrial safety includes, as a minimum, identification, elimination, and/or control of hazards in employee and public areas; accident prevention, fire prevention and protection, and transportation accident prevention for all Contractor activities.
3. Safety requirements for planning, design, manufacturing, testing, and operations shall be developed and documented as an integral part of the Contractor's activities. The Contractor shall establish checkpoints and feedback which provide visibility to management to assure all safety issues/concerns have been evaluated and resolved prior to commencement of critical activities and major milestones. Safety assessments shall be revised and updated as design and operational changes dictate.
4. Safety activities shall be fully coordinated to ensure an effective and integrated total safety effort and to avoid redundant effort among technical disciplines.
5. The Contractor shall support periodic safety activity audits as required. The Contractor shall provide data upon request which verifies internal conformance and the conformance of subcontractors to safety requirements. The Contractor shall maintain audit reports to be made available to NASA upon request.
6. The Contractor shall provide training and certification for personnel who are to be involved in hazardous operations and activities. The Contractor shall identify positions requiring training and certification. A current status of certification shall be maintained oriented to missions, configurations, and locations. Protective devices and emergency equipment shall be identified and included in safety training. Hazards shall be brought to

- the attention of trainees. Proficiency demonstrations of training, to the degree feasible, are required for hazardous operations.
7. The Contractor shall provide the means for reviewing safety status as part of each program review. Risk management data shall be made available and/or presented at program progress reviews and milestone reviews when applicable and/or upon NASA request.
  8. The Contractor shall select and levy safety requirements specified in this document, as appropriate, on the subcontractors who provide subsystems which, in either normal or emergency operational modes, may present hazards impacting system or personnel safety.
  9. The Contractor shall establish and identify procedures and instructions which shall be used to execute all safety analyses. The Contractor shall perform system safety analyses assuring that:
    - A. Safety is designed into the product; known hazardous conditions which cannot be eliminated through equipment design or operational procedures are controlled or reduced to an acceptable level. Residual hazards shall be tracked and identified to NASA.
    - B. Provide continuous tracking and status of hazard severity; the aim being to reduce catastrophic and critical hazards to controlled levels within the constraints of risk management.
    - C. Results of previous trade studies and analyses are considered.
    - D. Other related analyses, such as Failure Modes and Effects Analyses (FMEA), are considered to preclude duplication of analytical work.
  10. The Contractor shall perform safety studies and shall develop safety inputs to support trade studies. Specific, inherently hazardous characteristics of the alternatives being considered shall be identified. The Contractor shall document rationale to support the selected concept and to demonstrate that it includes the optimum safety provisions consistent with program objectives, risk management, performance, cost, and schedules.
  11. For proposed waivers and deviations, the Contractor shall establish a means to analyze the safety impact. Submissions of safety variance requests shall be in accordance with KHB 1710.2C, Annex B, "KSC Safety Practices Handbook."
  12. The Contractor shall assure safe methods are implemented for handling hardware to assure that it is not damaged during operations.
  13. The Contractor shall comply with, and submit a statement verifying the compliance of all the Occupational Safety and Health Administration Standards, Part 1910, Sub-parts D, F and N, in addition to any applicable KSC safety regulations, for safety-critical handling hardware, and personnel walking and work platforms.
  14. When changes are proposed for equipment design or procedures, the Contractor shall identify and resolve hazards that may be introduced into the system. All hazards, including residual hazards, shall be identified as part of the engineering change evaluation/ risk assessment process.

15. Provisions shall be made to assure adequate validation tests are performed on critical devices or components to determine the degree of hazard or margin of safety of design. These types of tests will be specified in the development and verification requirements.
16. The Contractor shall review test plans for ground testing and flight testing of critical space flight and ground equipment when directed to assure tests are adequate to identify and assess potential hazards, protect personnel, and avoid damage to test articles and facilities.
17. Observation of designated hazardous tests/operations shall be performed as necessary to ensure adherence to safety principles and compliance with safety requirements and checklists. The Government safety representative retains the authority to stop work/tests at any time. The Contractor safety representative also has the authority to stop work/tests due to unsafe/hazardous conditions. The authority to resume work/tests resides with the safety organization initiating the stop work/test.
18. Detailed test procedures and related documents for hazardous or high cost tests/operations shall be reviewed and approved by the Contractor's designated responsible safety personnel and approved by NASA Safety. In the event the Contractor places personnel in hyperbaric and altitude chambers or other similar type hazardous facilities, applicable safety requirements shall be met. Documents dealing with hazardous operations shall be in place and available a minimum of ten days prior to their use.
19. The Contractor shall maintain a reliability and maintainability process planned and developed in conjunction with other Contractor elements for ground support equipment (GSE) interfacing with flight hardware. These functions shall be an integral part of the design, development, test, and checkout process and shall include the evaluation of hardware reliability and maintainability through analysis, review, and assessment as necessary.

## SPECIFIC SOFTWARE SAFETY STANDARDS

### Introduction

This Software Assurance Standard is based on NASA-STD-2201WC as modified for the effort under this contract. This is a stand-alone document prepared using NASA-STD-2201WC as a basis.

#### 1. Scope

This Standard specifies the software assurance program for the provider of operational software<sup>3</sup> products. It also delineates the assurance activities for the provider.

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<sup>3</sup> Operational Software - All flight software and ground software that either: (1) interfaces with on-orbit elements in real-time; (2) is critical to the mission (such as all control center, test, and certification software, including associated models and simulators); (3) Software Support Environment (SSE) software that interfaces with on-orbit elements in real-time or is critical to the mission; and/or (4) software within ground support equipment (GSE) that interfaces with on-orbit elements in real-time or firmware (embedded software that commands and controls GSE).

These requirements apply to all operational software for which the Kennedy Space Center (KSC), NASA, is responsible.

2. Purpose

This Standard specifies, at a high level, an overall software assurance program for operational software developed for and by NASA and/or NASA contractors. Assurance includes the disciplines of Quality Assurance, Quality Engineering, Verification and Validation, Nonconformance Reporting and Corrective Action, Safety Assurance, and Security Assurance. The application of these disciplines during a software development life cycle is Software Assurance.

3. Requirements

A. General

A software assurance program shall be planned, documented, and implemented for operational software development activities. The software assurance program shall:

1. Ensure that assurance requirements are documented and satisfied throughout all phases of the life cycle.
2. Detect actual or potential conditions that could degrade quality, including deficiencies and system incompatibilities, and provide a process to ensure corrective action is taken and completed including appropriate risk assessments.
3. Assure timely and effective preventive action by identifying root causes of deficiencies and nonconformances.

B. Software Assurance Plan

The Contractor shall prepare, implement, and maintain a Software Assurance Plan that describes how the Contractor will ensure compliance with the requirements set forth herein. The Plan shall describe how the activities specified by this Standard will be implemented over the software life cycle. The Plan shall be reviewed and, if needed, updated at the end of each life cycle phase. The Plan shall address, but is not limited to, the:

1. Identification and integration of safety, reliability, maintainability, and quality assurance requirements and tasks.
2. Descriptions of the procedures for each software assurance task including traceability to assurance program requirements.
3. Assignment of responsibility for ensuring that the requirements are met and the work accomplished.
4. Description of the role of the software assurance program in activities for continuous improvement such as:
  - a) A strategy that emphasizes prevention, not correction.
  - b) Improved use of tools and techniques.
  - c) Collection and evaluation of metric data.
  - d) Suggestions for improvements in assurance methods.

- e) Scheduling and staffing to support software assurance activities and tasks, including management and status reporting.
- C. Software Assurance Records
- Records shall be prepared that contain the descriptions and results of all software assurance activities. Results, such as status reports and audit reports, shall include recommended preventive measures and corrective actions. These records shall be available to the Government.
- D. Software Assurance Status Reporting
- Software assurance status reports shall be prepared on software assurance activities when requested by the applicable work order.
- E. Software Assurance Management
- The Contractor shall designate a Software Assurance Manager who shall be responsible for directing and managing the software assurance program. The Software Assurance Manager shall have a reporting channel to Contractor management that is independent of the Contractor's project management and software development functions. The Software Assurance Manager shall concur on the establishment and composition of all software baselines and any changes to the baselines.
- F. Software Assurance Functions
- Software Assurance Functions are concerned with the evaluation of the quality of software products; the adherence to software-related standards, plans, and procedures; incorporation of safety, reliability, maintainability, quality, and usability; satisfaction of system safety requirements that are allocated to the software; the identification and verification of adequate safety controls and inhibits that are to be implemented in software; and that the products satisfy functional and other requirements yielding the right products. These activities shall be performed during each phase of the software life cycle.
- 1. This process shall ensure that:
    - a) Standards, plans, and procedures for management, engineering, and assurance activities are specified, completed, implemented, and adhered to.
    - b) All documentation and report formats and content descriptions are defined.
    - c) Baseline control, configuration identification, configuration control, configuration status accounting, and configuration authentication activities are carried out.
    - d) NASA software and the accompanying Acceptance Data Package(s) (ADP) are delivered in accordance with contractual requirements.

- e) All quality requirements are defined in a manner that is measurable or otherwise verifiable.
- f) Safety, reliability, quality, maintainability, and usability requirements are considered during software design and design change processes.
- g) The software is tested/measured as necessary to verify compliance with safety, reliability, quality, and maintainability requirements.
- h) Safety-related deficiencies in specifications and design are identified and corrected.
- i) Software design incorporates positive measures to enhance the safety of the system.

2. This process shall include the following activities:

- a) Monitoring of formal inspections and formal reviews.
- b) Monitoring/witnessing of formal and acceptance-level software testing.
- c) Evaluations of software to ensure compliance with software assurance requirements.
- d) Collection and analysis of metric data pertaining to quality requirements.
- e) Determining the safety criticality for software components.
- f) Analyzing consistency, completeness, correctness, and testability of safety requirements.
- g) Analysis of design and code to ensure that they correctly implement safety-critical requirements.
- h) Analysis of changes for safety impact.

G. Software Verification And Validation

- 1. Software verification and validation (V&V) is concerned with ensuring that software being developed or maintained satisfies functional and other requirements and that each phase of the development process yields the right products.
- 2. V&V activities shall be performed during each phase of the software life cycle and shall include the following:
  - a) Analysis of system and software requirements allocation, verifiability, testability, completeness, and consistency (including analysis of test requirements).
  - b) Design and code analysis including design completeness, correctness, and compliance with applicable software requirements and standards.
  - c) Interface analysis (requirements and design levels).
  - d) Formal Inspections Reviews, as required.
  - e) Test planning, performance, and reporting.

#### H. Training

Personnel developing and implementing the software assurance process shall be trained and/or experienced in software assurance. Software assurance training shall be obtained and/or originated and maintained as necessary for management, engineering, and assurance personnel. Records shall be maintained and readily available for review of the training, testing, and certification/recertification status of personnel.

#### I. Subcontractor Controls

The Contractor shall be responsible for the adequacy and quality of all software, associated documentation, and services procured through subcontracted efforts. The Contractor shall flow down the requirements of this Standard to any sub-tier provider of software.

ATTACHMENT J-1  
APPENDIX 3

Work Order Procedure

1. Work Orders and Work Order Revisions

- a. Implementing documents to define work to be performed within the limitations of the contract will be issued by the NASA Contracting Officer (CO). This implementing document is a Work Order (WO), KSC Form 2-132 (C/G 2/97). WOs are normally filled out by Technical Contacts (TCs) and approved by Technical Representatives (TRs).
- b. Each WO sets forth the scope of the work to be performed, including travel, training and technical requirements. The WO establishes a labor hour limit, outside procurement and Other Direct Costs (ODC) limit, total funding limit and required completion date. Funding limits and required completion dates shall not be exceeded without prior approval of the Contract Technical Manager (CTM). Each such approval must be documented by a revision to the WO, using the same form. Work shall not commence unless the WO or revised WO is signed by the CTM and the CO. In emergency cases, verbal authority to proceed may be granted by the CTM. In such cases, written WO authorization will be issued within 48 hours (2 working days).
- c. Work Orders may also contain Standards of Performance (SOP), Maximum Error Rates (MER) and performance metrics to be reported. A Standard of Performance defines mid-excellent range (~95) performance for a particular element or metric. A Maximum Error Rate defines performance in the mid-satisfactory range (~65) for a particular element or metric. Metrics will define how to measure performance against the SOPs and MERs, and will be used by the TRs and CTM as a tool in the evaluation of the Contractor's performance of the WO. Work Orders may also contain Critical Milestones. The Contractor's success in accomplishing Critical Milestones will be tracked by the CTM as a contract-wide metric.
- d. The Contractor, upon receipt of a WO or revised WO, shall acknowledge receipt by returning one signed copy to the CTM, CO, Resource Management Office (RMO), Project Control Office (DE-PCO) and each TR named in the document within two working days after receipt. In the event the Contractor does not agree with the requirements, funding limits, Critical Milestones, or other elements of the WO, the Contractor shall proceed with performance and provide the TR a written assessment and recommendations within two working days of receipt of the WO. The TR will revise the WO, if necessary, or notify the Contractor that no changes were deemed necessary, within two working days of receiving the written assessment. Issues which cannot be resolved between the Contractor and the TR within four working days following TR receipt of the written assessment should be presented to the CTM for resolution. Unresolved matters will be referred to the CO. Any differences must be resolved between the parties and the WO revised to reflect the agreement.

- e. Unless noted otherwise on the WO, the Contractor shall submit a Work Plan, per DRD-030, describing how the work will be accomplished, including the technical approach, resources required and recommended metrics.
- f. A subsidiary document to WOs is a Technical Directive (TD) (KSC Form 21-156). TDs will be issued by TCs and TRs to the Contractor via the CTM where it is necessary to provide more specific details within the scope of the WO. The use of TDs shall be confined to the substance of the work. All TDs shall be in writing. TDs do not require signature acknowledgment by the Contractor. Questions concerning the propriety of a TD or its contents, effectivity, applicability, etc., shall be referred to the CTM for resolution. Unresolved matters will be referred to the CO.
- g. Upon completion of a WO, the Contractor shall sign the WO, and forward the original WO to the CTM. The Contractor shall forward copies of the signed, closed-out WO to the CO and TR.
- h. During the life of a WO, the Contractor shall maintain a close-out folder of historical records of significant activity involving the WO. Upon completion of the WO, the close-out folder shall serve as a permanent WO record that has potential value to any follow-on effort and shall be maintained in accordance with disposition schedules in NHB 1441.1 (as revised). The close-out folder shall be retained by the Contractor for the duration of the contract (including all exercised options or extensions), at which time it shall be turned over to the Federal Records Center for disposition in accordance with applicable schedules in NHB 1441.1 (as revised).





## INSTRUCTIONS

1. Requester - Name of performing activity
2. Contract Technical Manager - Contract Technical Manager (CTM) Control Number
3. Requester - Revision Number if required
4. Requester - Approved Project Control Number requested support is applicable to (if required)
5. Requester - Title of work to be performed
6. Requester - Program requested support is applicable to
7. Requester - Required completion date
8. Requester - Fiscal Year Effectivity
9. Requester - Work Plan Not Required  
(This block is checked if a Work Plan (DRD-030) is not required.)
10. Requester - Appropriation number, if required, and RMO initials verifying funding sources
11. Requester - Project Code
12. Requester - Work Order Type
13. Requester - Authorized straight-time hours to perform work
14. Requester - Authorized outside procurement dollars maximum
15. Requester - Maximum funding level authorized and RMO initials verifying funding
16. Requester - Description of the work to be performed, including travel, training and technical requirements, critical milestones, major tasks, standards of performance, maximum error rates, and measurement methods (metrics) as applicable
17. Requester - Technical Contact responsible for work to be accomplished. (In cases where more than one discipline is involved the Technical Contact with the preponderance of work effort will be responsible for overall accomplishment)
18. NASA Technical Repres. - Signature and date denoting approval for performing activity to accomplish work.
19. Contract Technical Manager - Signature and date denoting approval for performing activity to accomplish work.
20. Contracting Officer - Signature and date denoting concurrence
21. Performing activity - Signature and date denoting acknowledgment of receipt
22. Performing activity - Signature and date denoting Work Order is completed and ready for closure. Contractor forwards original to CTM. Copies of completed and approved Work Orders go to the Contracting Officer, Technical Representative and PCO.

1. DOCUMENT NO (s) Work Order Number:	<b>KENNEDY SPACE CENTER DOCUMENT CONTINUATION SHEET</b>	2. Page ____ of ____
4. DOCUMENT:		3. OFFICE
6.		5. DATE:



ATTACHMENT J-1  
APPENDIX 4  
REFERENCE AND APPLICABLE DOCUMENTS

APPLICABLE DOCUMENTS

<u>Document Number</u>	<u>Title</u>
DE-P 325B	Procedure for the Preparation and Processing of Work Orders to the Engineering Support Contractors
DE-P 450, Rev. E	Design Reviews
DE-P 720J	Document Release Authorization (DRA)
EWR-127-1	Eastern and Western Range Safety Policies and Practices
GP-435 Vol. I, Rev. E	Engineering Drawing Practices Manual, Vol. I of II, Ground Support Equipment
GP-435 Vol. II, Rev. B	Engineering Drawing Practices Manual, Vol. II of II, Facilities
ISO 9001 (ANSI/ASQC Q9001-1994)	Quality Systems - Model for Quality Assurance in Design, Development, Production, Installation, and Servicing
KHB 1200.1C	Facilities, Systems, and Equipment Management Handbook
KHB 1610.1A	KSC Security Handbook
KHB 1610.2A	Personnel Security Handbook
KHB 1710.2C	Kennedy Space Center Safety Practices Handbook
KHB 4000.1C w/ch. 3	Supply Support System Manual
KHB 8800.7A	Hazardous Waste Management
KMI 1164.10A	Delegations, Redelegations and Designations
KMI 1270.2A	KSC Continual Improvement
KMI 1440.1F	KSC Records Management and Vital Records Programs
KMI 1610.2E	Photography and Photographer Identification
KMI 1800.2B	KSC Hazard Communication Program
KMI 8800.8	KSC Environmental Management

**APPLICABLE DOCUMENTS (Continued)**

<u>Document Number</u>	<u>Title</u>
KSC-DE-512-SM, Rev. F	Facility, System, and Equipment General Design Requirements
KSC-DF-107, Rev. B	DE Technical Documentation Style Guide
KSC-SPEC-G-0002, Rev. B	Compiling Construction Cost Estimates, Specification for
KSC SPEC-G-0003	Ground Support Equipment Cost Estimating, Specification for
NASA-STD-2201-93	Software Assurance Standard
NPG 1441.1C	Records Retention Schedules (Use NHB 1441.1C until available)
NHB 4100.1C	NASA Materials Inventory Management Manual
NHB 4200.1D	NASA Equipment Management Manual
NHB 4200.2A	Equipment Management User's Handbook for Property Custodians
NHB 4300.1 w/ch. 2	NASA Personal Property Disposal Manual
NHB 5300.4 (1D-2)	Safety, Reliability, Maintainability and Quality Provisions for the Space Shuttle Program
NPD 9501.1F	NASA Contractor Financial Management Reporting System
NPG 9501.2C	Procedures for Contractor Reporting of Correlated Cost and Performance Data
NSTS 08126G	Problem Reporting and Corrective Action (PRACA) System Requirements
OMB Circular A-130, Appendix III	Security of Federal Automated Information Resources
SSP 30223F	Problem Reporting and Corrective Action for the Space Station Program, International Space Station Alpha Program
SSP 30695A	Acceptance Data Package Requirements Specification, International Space Station Alpha Program
SSP 50004	Ground Support Equipment Design Requirements, International Space Station

## REFERENCE DOCUMENTS

<u>Document Number</u>	<u>Title</u>
GP 99-3	Glossary of Business Management Terms at John F. Kennedy Space Center
KHB 1040.1F w/ch.1	KSC Comprehensive Emergency Preparedness Plan
KHB 5310.1C w/ch. 5	Reliability and Quality Assurance Handbook
KHB 6000.1C	Transportation Support System Handbook
KMI 1810.1G	KSC Occupational Medicine Program
NHB 1700.1 (V1-B)	NASA Safety Policy and Requirements Document
NHB 1700.6	Guide for Inservice Inspection of Ground-Based Pressure Vessels and Systems
NHB 2410.9A	NASA Automated Information Security Handbook
NMI 1040.3C	Emergency Preparedness Program
NMI 1440.6D	NASA Records Management Program
NMI 1710.3D	Safety Program for Pressure Vessels and Pressurized Systems
KSC-DL-4455	DE CAD/CAE Software Library Document

## ATTACHMENT J-1

## APPENDIX 5

INFORMATION TECHNOLOGY (I/T) PLANNING AND REVIEW AT KSC,PRINCIPLES AND GOALS

The KSC "plan and review" policy applies to all direct-funded I/T capital acquisitions whether for and/or by civil servants or contractors, and whether the contractors are support or mission/program.

The criteria for review by the Chief Information Officer (CIO) Office is based on Agency regulation and standardization, KSC standardization, unnecessary replication, and cost. While, for procurement reasons, we also require a general technical justification, this Office questions technical need only when it is clear that there may be a misunderstanding or error in the description of the I/T needed to accomplish the mission of the organization.

The basis of review revolves around a description of the order or acquisition and a set of seven questions which must be answered for each. However, the description and questions can be scoped to an entire project or task and not to each order or acquisition therein. The answers to these questions (the "I/T justification") are generally simple, and in any event, encompass and satisfy both procurement and standards rules and regulations.

**Required Information for I/T Plans**

The following I/T Plan information must be provided in sufficient detail (high level for Level A, detailed for Level B) to justify each resource acquisition:

**Resource Identification** - Provide Plan name, Data Processing Installation (DPI), System, Project, and Contract name, as applicable.

**Transaction Description** - Describe each transaction (i.e., all I/T resource purchases, project or grouped purchases, or other contract I/T expenditures); include product details (name, model, quantities, etc.); and indicate whether any purchases are for Civil Service use or use as Government Furnished Equipment (GFE). Each transaction in a plan should also be assigned a unique transaction number for later referral.

**Cost Estimates** - Provide estimated costs of transactions, separated into the categories of Hardware, Software, Support Services, Commercial Services (e.g., timesharing) and I/T Supplies. Also, indicate which costs are competitive, compatibility limited, or sole source.

**Technical Justification** - Provide a brief explanation of why this transaction is needed. Also, include additional explanation if purchasing a non-standard product, or for compatibility limited or sole-source purchases.

**Hardware & Software transactions** must also answer these seven questions as appropriate:

1. Is this part of a defined R&D Program (include Project Title)?
2. Why can't you get along with what you have?

3. Why can't we get along with what we have? (pool or redistribute)
4. Why can't it be satisfied with a solution that costs less?
5. How does it save NASA money? (business case)
6. Why can't you use what everybody else is using? (standards)
7. What is your plan for "waterfalling" replaced equipment or software? (excessing)  
(Include explanation if no excess results from this transaction.)

[NOTE: Where practical, please group transactions with common justifications and answers to the seven questions into groups or "Projects." If answer to question one is yes, you may skip questions two through seven]

**Purchase Approach** - Indicate whether the transaction is a NASA or Contractor Purchase (include contract or contractor name). Also, indicate if acquisition is competitive, compatibility limited, or sole source.

**Purchase Schedule** - Indicate purchase schedule ("year" is sufficient for Level A plans; month or specific date for level B.)

**Certification Statements** - Each Plan must also explicitly provide the following certifications signed by the organization CIO and Director in order to comply with existing regulations & policies:

1. In submitting this I/T Plan, the organizational CIO or Technical Manager has considered necessary measures for safeguarding sensitive, personal, and other official Government information.
2. All I/T acquisitions in this I/T Plan are required to accomplish the mission of this organization.
3. All I/T acquired under this plan will be utilized on site at KSC. (If not, attach an explanation).

A unique plan number should be assigned to each plan based on the organization code followed by the date. Further Procurement documents (PRs & SRs) should reference the plan number and appropriate transaction numbers within your plan. No I/T resource purchases can proceed unless clearly included in an approved plan. We recognize that I/T Plans are living documents, and expect some degree of ongoing change and modification. Additional documentation such as sole source justifications or software conversion studies will still need to be provided when appropriate.

Electronic copies of all plans and presentation materials shall be provided to the CTM in standard MS-Office product format (Word, Excel, PowerPoint, etc.) for attachment to the Engineering Development Directorate I/T plan.

**ATTACHMENT J-2****Installation-Provided Government Property Listing**

The following categories of property are utilized in support of contract activities:

**Electrical Test Equipment**

- Logic Analyzers
- Multimeters
- Emulators, In Circuit
- Interface Pods
- Function Generators
- Power Supplies
- Oscilloscopes
- Decommutators
- Time Domain Reflectometers
- Data Analysis Systems
- Data Loggers
- Spectrum Analyzers
- Power Control Units
- Meg-ohm Meters
- Amplifiers
- Software Development Systems
- Generators

**Mechanical Test Equipment**

- Calibrators, Refrigerator
- Load Testers
- Dynometers
- Hydrostats

**Optical Test Equipment**

- Optical Time Domain Reflectometers
- Optical Power Meters
- Microscopes

**Video Equipment**

- Digital Cameras
- Video Switches
- Video Multiplexers
- Camera Stands, Lighted
- Image Processing Systems
- Computer Projection Systems
- Microwave Receivers
- VHF/UHF Receivers

**Audio Equipment**

- Microphones
- Sound Pressure Meters
- Speakers

**Optical Equipment**

- Bar code readers
- Lasers
- Infrared Cameras

**Hand Tools**

- Calculators
- Wrenches/Pliers/Screwdrivers
- Measurement Tools
- Drills
- Saws
- Sanders

**Electrical Tools**

- Programmers, Semiconductor
- Time Code Generators
- Transceivers, Fan-out
- Multiprogrammers
- Multiplexers
- Digital Data Interfaces
- Ethernet Multiplexers
- Internetwork Bridges
- Power Purification Systems
- Retransmission Processors
- GPS Receivers
- Chart Recorders

**Mechanical Tools**

- Robots
- Drill Presses
- Grinders
- Welders
- Scales
- Vacuum Gauges
- Lathes
- Bending Machines
- Milling Machines
- Forming Machines
- Power Mitre Boxes
- Inclinometers
- Mobile Floor Cranes
- Impact Wrenches
- Hydraulic Pumps
- Vacuum Pumps
- Paint Spray Equipment

## Computers and Associated Peripherals

Mainframe Computers  
 Computers  
 Display Monitors  
 Disk Memory Units  
 Scanners  
 Printers  
 Data Tablet Digitizers  
 Cassette/Tape Memory Units  
 Computer Terminals  
 Feeders, Cut Sheet  
 Buffer Storage Units  
 Plotters  
 Smart Modems  
 Multispoolers  
 CAD/CAE I/O Subsystems  
 Line Printers  
 Protocol Analyzers  
 Hyperdrives

Vehicles

G43-49937 Step Van (Fast Response Instrumentation Van)  
G41-13213 GMC Astro EXT Van (Blue)  
G41-388807 Dodge Ram Pickup Truck (Silver / Gray)  
G4-104775 (PH-J-B Assigned Van)

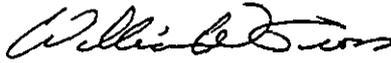
Mod #

Note: The vehicles listed above are NASA – GSA vehicles that the Contractor is allowed to use on a shared basis.

Specific items are controlled and tracked utilizing the KSC NEMS (NASA Equipment Management System) equipment tracking system.

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

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



William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1994-2118  
Revision No.: 14  
Date of Last Revision: 06/09/2000

State: Florida

Area: Florida Counties of Brevard, Indian River

**\*\* Fringe Benefits Required Follow the Occupational Listing \*\***

OCCUPATION TITLE

MINIMUM WAGE RATE

**Administrative Support and Clerical Occupations**

Accounting Clerk I	8.86
Accounting Clerk II	10.18
Accounting Clerk III	12.03
Accounting Clerk IV	15.17
Court Reporter	11.16
Dispatcher, Motor Vehicle	11.16
Document Preparation Clerk	9.54
Duplicating Machine Operator	9.54
Film/Tape Librarian	11.91
General Clerk I	8.28
General Clerk II	9.32
General Clerk III	10.01
General Clerk IV	11.24
Housing Referral Assistant	13.06
Key Entry Operator I	8.51
Key Entry Operator II	10.07
Messenger (Courier)	8.04
Order Clerk I	9.03
Order Clerk II	12.36
Personnel Assistant (Employment) I	9.03
Personnel Assistant (Employment) II	10.16
Personnel Assistant (Employment) III	11.11
Personnel Assistant (Employment) IV	12.46
Production Control Clerk	13.88
Rental Clerk	10.99
Scheduler, Maintenance	10.99
Secretary I	10.99
Secretary II	12.09
Secretary III	13.06
Secretary IV	14.85
Secretary V	16.36
Service Order Dispatcher	10.14
Stenographer I	10.14

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Stenographer II	10.14
Supply Technician	14.85
Survey Worker (Interviewer)	12.83
Switchboard Operator-Receptionist	7.60
Test Examiner	12.09
Test Proctor	12.09
Travel Clerk I	8.10
Travel Clerk II	8.77
Travel Clerk III	9.39
Word Processor I	8.77
Word Processor II	9.84
Word Processor III	11.00
<b>Automatic Data Processing Occupations</b>	
Computer Data Librarian	11.16
Computer Operator I	13.03
Computer Operator II	14.18
Computer Operator III	15.89
Computer Operator IV	17.45
Computer Operator V	19.46
Computer Programmer I (1)	14.99
Computer Programmer II (1)	17.96
Computer Programmer III (1)	21.71
Computer Programmer IV (1)	24.00
Computer Systems Analyst I (1)	21.33
Computer Systems Analyst II (1)	25.09
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	11.16
<b>Automotive Service Occupations</b>	
Automotive Body Repairer, Fiberglass	16.49
Automotive Glass Installer	15.00
Automotive Worker	15.00
Electrician, Automotive	15.86
Mobile Equipment Servicer	13.54
Motor Equipment Metal Mechanic	16.49
Motor Equipment Metal Worker	15.00
Motor Vehicle Mechanic	16.49
Motor Vehicle Mechanic Helper	12.74
Motor Vehicle Upholstery Worker	14.48
Motor Vehicle Wrecker	15.00
Painter, Automotive	15.76
Radiator Repair Specialist	15.00
Tire Repairer	13.08
Transmission Repair Specialist	16.49
<b>Food Preparation and Service Occupations</b>	
Baker	11.11
Cook I	10.11

Cook II	11.11
Dishwasher	7.82
Food Service Worker	7.82
Meat Cutter	11.11
Waiter/Waitress	8.47
<b>Furniture Maintenance and Repair Occupations</b>	
Electrostatic Spray Painter	15.76
Furniture Handler	12.39
Furniture Refinisher	15.76
Furniture Refinisher Helper	12.74
Furniture Repairer, Minor	14.28
Upholsterer	15.76
<b>General Services and Support Occupations</b>	
Cleaner, Vehicles	7.82
Elevator Operator	7.82
Gardener	10.11
House Keeping Aid I	7.82
House Keeping Aid II	8.47
Janitor	7.82
Laborer, Grounds Maintenance	8.47
Maid or Houseman	7.02
Pest Controller	12.25
Refuse Collector	8.99
Tractor Operator	9.87
Window Cleaner	8.47
<b>Health Occupations</b>	
Dental Assistant	10.75
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	9.55
Licensed Practical Nurse II	10.73
Licensed Practical Nurse III	12.01
Medical Assistant	10.73
Medical Laboratory Technician	10.73
Medical Record Clerk	10.54
Medical Record Technician	12.93
Nursing Assistant I	7.07
Nursing Assistant II	7.95
Nursing Assistant III	8.67
Nursing Assistant IV	9.74
Pharmacy Technician	11.63
Phlebotomist	10.73
Registered Nurse I	14.78
Registered Nurse II	18.08
Registered Nurse II, Specialist	18.08
Registered Nurse III	21.88
Registered Nurse III, Anesthetist	21.88

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Registered Nurse IV

26.22

**Information and Arts Occupations**

Audiovisual Librarian	17.15
Exhibits Specialist I	14.57
Exhibits Specialist II	17.35
Exhibits Specialist III	18.97
Illustrator I	14.41
Illustrator II	17.15
Illustrator III	18.75
Librarian	17.37
Library Technician	12.44
Photographer I	12.81
Photographer II	15.50
Photographer III	18.45
Photographer IV	20.18
Photographer V	22.30

**Laundry, Dry Cleaning, Pressing and Related Occupations**

Assembler	6.24
Counter Attendant	6.24
Dry Cleaner	7.72
Finisher, Flatwork, Machine	6.24
Presser, Hand	6.24
Presser, Machine, Drycleaning	6.24
Presser, Machine, Shirts*	6.24
Presser, Machine, Wearing Apparel, Laundry	6.24
Sewing Machine Operator	8.20
Tailor	8.68
Washer, Machine	6.75

**Machine Tool Operation and Repair Occupations**

Machine-Tool Operator (Toolroom)	15.76
Tool and Die Maker	18.73

**Material Handling and Packing Occupations**

Forklift Operator	11.20
Fuel Distribution System Operator	14.48
Material Coordinator	16.43
Material Expediter	16.43
Material Handling Laborer	6.91
Order Filler	10.61
Production Line Worker (Food Processing)	12.68
Shipping Packer	10.57
Shipping/Receiving Clerk	11.03
Stock Clerk (Shelf Stocker, Store Worker II)	12.19
Store Worker I	9.37
Tools and Parts Attendant	14.66
Warehouse Specialist	14.58

**Mechanics and Maintenance and Repair Occupations**

Aircraft Mechanic	16.49
Aircraft Mechanic Helper	12.74
Aircraft Quality Control Inspector	17.76
Aircraft Servicer	14.28
Aircraft Worker	15.00
Appliance Mechanic	15.76
Bicycle Repairer	13.08
Cable Splicer	16.49
Carpenter, Maintenance	15.76
Carpet Layer	15.19
Electrician, Maintenance	16.49
Electronics Technician, Maintenance I	15.69
Electronics Technician, Maintenance II	19.70
Electronics Technician, Maintenance III	22.13
Fabric Worker	14.28
Fire Alarm System Mechanic	16.49
Fire Extinguisher Repairer	13.54
Fuel Distribution System Mechanic	16.49
General Maintenance Worker	15.00
Heating, Refrigeration and Air Conditioning Mechanic	16.49
Heavy Equipment Mechanic	16.49
Heavy Equipment Operator	16.49
Instrument Mechanic	16.49
Laborer	11.04
Locksmith	15.76
Machinery Maintenance Mechanic	16.49
Machinist, Maintenance	17.68
Maintenance Trades Helper	12.74
Millwright	16.49
Office Appliance Repairer	15.76
Painter, Aircraft	15.76
Painter, Maintenance	15.76
Pipefitter, Maintenance	16.49
Plumber, Maintenance	15.76
Pneudraulic Systems Mechanic	16.49
Rigger	16.49
Scale Mechanic	15.00
Sheet-Metal Worker, Maintenance	16.49
Small Engine Mechanic	15.00
Telecommunication Mechanic I	16.49
Telecommunication Mechanic II	17.24
Telephone Lineman	16.49
Welder, Combination, Maintenance	16.49
Well Driller	16.49
Woodcraft Worker	16.49
Woodworker	13.54

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**Miscellaneous Occupations**

Animal Caretaker	9.00
Carnival Equipment Operator	11.35
Carnival Equipment Repairer	11.62
Carnival Worker	7.82
Cashier	6.40
Desk Clerk	7.35
Embalmer	16.57
Lifeguard	7.49
Mortician	18.67
Park Attendant (Aide)	9.42
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.68
Recreation Specialist	14.12
Recycling Worker	10.94
Sales Clerk	7.46
School Crossing Guard (Crosswalk Attendant)	7.82
Sport Official	7.49
Survey Party Chief (Chief of Party)	11.62
Surveying Aide	6.86
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	9.42
Swimming Pool Operator	11.11
Vending Machine Attendant	10.94
Vending Machine Repairer	12.77
Vending Machine Repairer Helper	10.94

**Personal Needs Occupations**

Child Care Attendant	7.32
Child Care Center Clerk	10.48
Chore Aid	7.91
Homemaker	11.66

**Plant and System Operation Occupations**

Boiler Tender	16.49
Sewage Plant Operator	15.76
Stationary Engineer	16.49
Ventilation Equipment Tender	12.74
Water Treatment Plant Operator	15.76

**Protective Service Occupations**

Alarm Monitor	12.20
Corrections Officer	12.20
Court Security Officer	12.33
Detention Officer	12.20
Firefighter	13.83
Guard I	7.01
Guard II	12.38
Police Officer	14.99

**Stevedoring/Longshoremen Occupations**

Blocker and Bracer	16.68
Hatch Tender	14.97
Line Handler	14.97
Stevedore I	16.17
Stevedore II	17.91

**Technical Occupations**

Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
Air Traffic Control Specialist, Terminal (2)	19.79
Archeological Technician I	12.68
Archeological Technician II	14.26
- Archeological Technician III	17.61
Cartographic Technician	17.61
Civil Engineering Technician	15.58
Computer Based Training (CBT) Specialist/ Instructor	21.33
Drafter I	9.26
Drafter II	11.91
Drafter III	14.41
Drafter IV	17.15
Engineering Technician I	9.30
Engineering Technician II	11.96
Engineering Technician III	14.47
Engineering Technician IV	17.22
Engineering Technician V	18.84
Engineering Technician VI	20.82
Environmental Technician	17.45
Flight Simulator/Instructor (Pilot)	25.09
Graphic Artist	20.23
Instructor	21.12
Laboratory Technician	15.89
Mathematical Technician	15.31
Paralegal/Legal Assistant I	11.16
Paralegal/Legal Assistant II	15.10
Paralegal/Legal Assistant III	18.46
Paralegal/Legal Assistant IV	22.35
Photooptics Technician	15.31
Technical Writer	19.62
Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	16.57
Unexploded Ordnance (UXO) Technician II	20.05
Unexploded Ordnance (UXO) Technician III	24.02
Weather Observer, Combined Upper Air and Surface Programs (3)	16.45
Weather Observer, Senior (3)	18.27
Weather Observer, Upper Air (3)	16.45

**Transportation/ Mobile Equipment Operation Occupations**

Bus Driver	14.16
Parking and Lot Attendant	9.94
Shuttle Bus Driver	13.42
Taxi Driver	10.94
Truckdriver, Heavy Truck	14.89
Truckdriver, Light Truck	13.42
Truckdriver, Medium Truck	14.16
Truckdriver, Tractor-Trailer	14.89

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year. New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse

compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a

## **Award Fee Plan and Profit Sharing Plan**

Dynacs shares fee with EDC personnel on the basis of performance in two ways – Award Fee Sharing and Profit Sharing.

### ***EDC Award Fee Sharing (100% of EDC employees)***

Dynacs shares from 0 to 15% of the Award Fee received with employees, depending on Award Fee Evaluation score (AFS). At an AFS of 100, employees receive 15% of AF received. At an AFS of 60, employees receive 0% and Dynacs receives zero Award Fee. Each EDC individual's award fee share is paid to them as regular income on a yearly basis. The EDC employee Award Fee pool is distributed in equal shares to employees.

### ***Profit Sharing (100% of Dynacs employees who have a 401(k) account)***

Dynacs makes a lump sum distribution to all eligible employees' 401(k) accounts equal to approximately 15% of before-tax corporate profits. All Dynacs employees who have worked at least three of the twelve months in Dynacs fiscal year and that have a 401(k) account are eligible to receive profit sharing. Employees need not contribute to their 401(k) accounts but must have opened one to receive corporate profit sharing. Distribution of the employee profit sharing pool is based on each employee's annual salary as a percentage of Dynacs total payroll.

## ATTACHMENT J-4

EDC AWARD FEE EVALUATION PLAN1. Introduction

## A. Purpose

The purpose of the Award Fee Plan is to encourage and reward the Contractor for safe, high quality, cost-conscious performance in fulfilling the requirements set forth in this contract; to provide flexibility for changes in management and performance emphasis; and to promote effective communications.

The use of award fee permits the Government to focus on overall technical and cost performance and to emphasize those aspects of critical milestone achievements essential to reach mission objectives.

## B. Award Fee Determinations

Award fee determinations, up to the maximum potential amounts specified in the contract schedule, will be made by the Fee Determination Official (FDO). Award fee determinations will be based on both objective metrics and subjective judgments by the Government of the Contractor's performance using procedures and evaluation criteria as specified in this Award Fee Plan.

2. Evaluation Procedure

For the purpose of award fee determinations on this contract, the procedure indicated below will be followed.

## A. General

- (1) Award fee will be determined annually by the Fee Determination Official who is Chairperson of the Contract Award Fee Board (CAFB). The CAFB is comprised of the FDO, the Engineering Development Director, other line management directors, the Director of Safety and Mission Assurance, the Procurement Officer or Deputy, and the KSC Chief Financial Officer or designee.
- (2) The award fee will be determined based upon a review by the CAFB of the consolidated recommendation prepared by the Contract Technical Manager (CTM), the Contracting Officer (CO), and the Contractor's additional data, if any.
- (3) The CTM will be the focal point for the accumulation and development of award fee evaluation reports, reviews, and presentations as well as discussions with Contractor management on award fee matters.
- (4) The determination of award fee shall be unilateral and shall not be subject to the Disputes clause of the contract.

## B. Reviews

The Contractor's performance will be reviewed in the manner described below.

- (1) Concurrent - Contractor performance levels which require remedial attention or which may be expected to adversely affect award fee ratings will be made known to the Contractor by the CTM (either orally or in writing) on a current basis.
- (2) Quarterly - A quarterly review of the Contractor's performance will be held by the CTM with cognizant evaluators. The substance of this quarterly review will be summarized in writing and a copy transmitted to the Contractor.
- (3) Annually - Within thirty (30) calendar days following each performance period, the CTM will prepare a report on the evaluation of the Contractor's performance. The Contractor will be furnished a copy of the report without an adjective rating or numerical score assigned for the period. Within ten (10) calendar days from receipt of the evaluation report, the Contractor may, if so desired, submit in writing to the CTM additional data bearing on the performance evaluation. The Contractor's comments, if any, will be included in the final report to the CAFB. The Contractor may also request an opportunity to give a presentation to the CAFB concerning his performance.

## 3. Fee Determination

- A. The CAFB will convene to review the award fee evaluation report, Contractor's comments, and such other information as may be appropriate. After consideration of this data, the CAFB will assist the FDO in determining an appropriate amount of award fee.
- B. The FDO will notify the Contracting Officer in writing of the amount of award fee, if any, determined to have been earned during the evaluation period. The Contracting Officer will notify the Contractor of such determination. This determination is not subject to appeal under the Disputes clause or any other provision of the contract.
- C. Following notification of the award fee determination, the Contracting Officer will issue a modification to the contract.

## 4. Evaluation Criteria

- A. Evaluation criteria encompass the safety, quality, timeliness, efficiency, and cost effectiveness of the Contractor's performance of contract requirements. Appropriate areas of emphasis will be established for each evaluation period emphasizing effective accomplishment of contract activities and mission success. The specific areas of directed emphasis will be identified and communicated to the Contractor at least fifteen (15) days prior to the start of the evaluation period by the Contracting Officer.

B. The Contracting Officer may notify the Contractor at a later date of alterations in areas of emphasis (including additions or deletions). Such alterations will be prospective and will allow the Contractor time to react or implement the alterations.

5. Numerical Ranges/Adjective Definitions and Award Fee Scale

Exhibits to this Plan set forth the adjective ratings, definitions, and associated numerical ranges to be used to define the various levels of performance under the contract. The Award Fee Scale sets forth in tabular form the award fee earned at various performance ratings.

SCHEDULE 1NUMERICAL RANGES /ADJECTIVE DEFINITIONS

<u>NUMERICAL RANGE</u>	<u>ADJECTIVE RATING</u>	<u>ADJECTIVE DEFINITIONS</u>
91 - 100	EXCELLENT	The Contractor's overall performance of contract requirements is of exceptional merit marked by timely, efficient, and economical performance. Exemplary performance in all areas of directed emphasis. Very minor deficiencies with no adverse effect on overall performance.
81 - 90	VERY GOOD	The Contractor is exhibiting very effective performance and is fully responsive to contract requirements. Majority of performance requirements are timely, efficient, and economically conducted. Only minor deficiencies are noted.
71 - 80	GOOD	The Contractor is performing effectively and is fully responsive to contract requirements. There are reportable deficiencies which have minor identifiable effect on overall contract performance.
61 - 70	SATISFACTORY	The Contractor meets or slightly exceeds the minimum acceptable contract requirements with adequate results. There are reportable deficiencies with identifiable, but not substantial, effects on overall contract performance.
60 AND BELOW	UNSATISFACTORY	The Contractor does not meet minimum acceptable standards, requires remedial action, or has deficiencies in one or more areas that adversely affect overall contract performance.

**SCHEDULE 2  
AWARD FEE SCALE**

<u>ADJECTIVES</u>	<u>NUMERICAL SCORE</u>	<u>% AVAILABLE AWARD FEE</u>
EXCELLENT	100	100
	99	99
	98	98
	97	97
	96	96
	95	95
	94	94
	93	93
	92	92
	91	91
VERY GOOD	90	90
	89	89
	88	88
	87	87
	86	86
	85	85
	84	84
	83	83
	82	82
	81	81
GOOD	80	80
	79	79
	78	78
	77	77
	76	76
	75	75
	74	74
	73	73
	72	72
	71	71
SATISFACTORY	70	70
	69	69
	68	68
	67	67
	66	66
	65	65
	64	64
	63	63
	62	62
	61	61
UNSATISFACTORY	60	0
	59	0
	.	.
	0	0

## ATTACHMENT J-5

GLOSSARY, ACRONYMS, AND ABBREVIATIONS

AC	Alternating Current
ACN	Activity Classification Number
ADP	Acceptance Data Package
AGE	Aerospace Ground Equipment
ANSI	American National Standards Institute
ASQC	American Society for Quality Control
ATM	Asynchronous Transfer Mode
ATP	Acceptance Test Procedure
BOC	Base Operations Contractor
CAD	Computer-Aided Design
CAE	Computer-Aided Engineering
CAFB	Contract Award Fee Board
CBT	Computer-Based Training
CCAS	Cape Canaveral Air Station
CCD	Charge-Coupled Device
CCS	Complex Control System
CDP	Contract Data Package
CFO	Chief Financial Officer
CFR	Code of Federal Regulations
CI	Continual Improvement
CIAO	Central Industry Assistance Office
CIF	Central Instrumentation Facility
CLIX	Clipper Unix Operating System
CIO	Chief Information Officer
CMU	Checkout and Monitor Unit
CO	Contracting Officer
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
CPAF	Cost-Plus-Award-Fee
CPIC	Configurable Protocol Interface Card
CPM	Critical Path Method
CPU	Central Processing Unit
CRCA	Component Refurbishment and Chemical Analysis
CSD	Contract Start Date
CTM	Contract Technical Manager
CY	Contract Year

DC	Direct Current
DCAA	Defense Contract Audit Agency
DCR	Document Change Recommendation
DE	Engineering Development Directorate
DFRC	Dryden Flight Research Center
DMES	Dimethylethoxysilane
DPI	Data Processing Installation
DoD	Department of Defense
DoL	Department of Labor
DRA	Document Release Authorization
DRD	Data Requirements Description
DRFP	Draft Request for Proposal
DRL	Data Requirements List
ECSL	Electrical Control Systems Laboratory
EDC	Engineering Development Contract
EDL	Engineering Development Laboratory
EEE	Electronic, Electrical, Electromechanical
EEO	Equal Employment Opportunity
EPA	Environmental Protection Agency
ER	Eastern Range
EST	Eastern Standard Time
ET	External Tank
EVS	Equipment Visibility System
F&GS	Fluids and Gases Subsystem
FAR	Federal Acquisition Regulation
FDO	Fee Determination Official
FED-STD	Federal Telecommunication Standards
FICA	Federal Insurance Contributions Act
FIP	Federal Information Processing
FMEA	Failure Modes and Effects Analysis
FOTV	Fiber-Optic Television System
FRIV	Fast Response Instrumentation Van
ft	Foot/Feet
FTE	Full-Time Equivalent
FTIR	Fourier Transform Infrared Spectrophotometer
FUI	Federal Unemployment Insurance
FY	Fiscal Year
G&A	General and Administrative
GAO	General Accounting Office
GFE	Government Furnished Equipment
GFP	Government Furnished Property
GH <sub>2</sub>	Gaseous Hydrogen (also GH <sub>2</sub> )

GIDEP	Government Industry Data Exchange Program
GN <sub>2</sub>	Gaseous Nitrogen (also GN <sub>2</sub> )
GOP	Government Organization Provisions
GOX	Gaseous Oxygen
GP	General Publication
gpm	Gallons Per Minute
GPS	Global Positioning System
GSBCA	General Services Administration Board of Contract Appeals
GSE	Ground Support Equipment
GTR	Government Transportation Request
H <sub>2</sub> O	Water
HCl	Hydrogen Chloride
HDP	Holddown Post
HEPA	High Efficiency Particle Air (Filter)
HGDS	Hazardous Gas Detection System
hp	horsepower
HUMS	Hydrogen Umbilical Mass Spectrometer
HVAC	Heating, Ventilation and Air Conditioning
Hz	Hertz (cycles per second)
ID	Implementing Directive
IEEE	Institute of Electronic and Electrical Engineers
IR	Infrared
IRM	Information Resources Management Information Resources Manager
IRS	Internal Revenue Service
ISO	International Organization for Standardization
I/T	Information Technology (also IT)
IVAN	Instrumentation Van
JSC	Johnson Space Center
KHB	Kennedy Space Center Handbook
KMI	Kennedy Space Center Management Instruction
KSC	Kennedy Space Center
KSCAP	Kennedy Space Center Area Permits
KSCM	Kennedy Space Center Manual
LC-39	Launch Complex 39
LCC	Launch Control Center
LETF	Launch Equipment Test Facility
LH <sub>2</sub>	Liquid Hydrogen (also LH <sub>2</sub> )
LN <sub>2</sub>	Liquid Nitrogen (also LN <sub>2</sub> )
LO <sub>2</sub>	Liquid Oxygen (also LO <sub>2</sub> )

LOS	Length of Stain (HCL dosimeter) Lift-Off Simulator
LPS	Launch Processing System
LSGMS	Launch Site Ground Support Equipment Management System
M&A	Management and Administration
MDS&DS	McDonnell Douglas Aerospace Space and Defense Systems
MER	Maximum Error Rate
MHz	Megahertz (megacycles per second)
MIHF	Multi-spectral Imaging of Hydrogen Flames
MIL-STD	Military Standard
MKTM	Mobile Kineto Tracking Mount
MLP	Mobile Launcher Platform
MPLM	Mini Payload Logistics Module
MR	Procurement Request
MS	Microsoft Corporation
MSBLS	Microwave Scanning Beam Landing System
MSC	Material Service Centers
MS-DOS	Microsoft Corporation Disk Operating System
MSFC	Marshall Space Flight Center
N <sub>2</sub> O <sub>4</sub>	Nitrogen Tetroxide
NO <sub>2</sub>	Nitrogen Dioxide
NASA	National Aeronautics and Space Administration
NEMS	NASA Equipment Management System
NEPA	National Environmental Policy Act
NFS	NASA Federal Acquisition Regulation Supplement
NHB	NASA Handbook
NIST	National Institute of Standards and Technology
NMI	NASA Management Instruction
NOTU	Naval Ordnance Test Unit
NSTS	National Space Transportation System
NTE	Not To Exceed
NVR	Nonvolatile Residue
O&C	Operations and Checkout Building
OAA	Orbiter Access Arm
OCR	Optical Character Recognition
ODC	Other Direct Costs
ODMS	Oxygen Deficiency Monitoring System
OIS	Operational Intercommunication System
OIS-A	Operational Intercommunication System--Analog
OIS-D	Operational Intercommunication System--Digital
OMD	Operations and Maintenance Documentation
OMI	Operations and Maintenance Instruction
OMRD	Operations and Maintenance Requirements Document

OPF	Orbiter Processing Facility
OPR	Office of Primary Responsibility
OS	Operating System
OSHA	Occupational Safety and Health Administration
OTV	Operational Television
PA&FB	Payroll Additives and Fringe Benefits
PAFB	Patrick Air Force Base
PAMS	Portable Aft Mass Spectrometer
PAWS	Paging and Area Warning System
PC	Personal Computer
PCN	Project Control Number
PCO	Project Control Office
PERT	Program Evaluation Review Technique
PGHM	Payload Ground Handling Mechanism
PIC	Pyrotechnic Initiator Controller
PLC	Programmable Logic Controller
PLTS	Precision Laser Tracking System
PME	Pulse Modulation Encoder
PMI	Periodic Maintenance Instruction
PMS	Permanent Measurement System
POCS	Photo-Optical Control System
ppb	parts per billion
PPCU	Partial Payloads Checkout Unit
ppm	parts per million
PR	Purchase Request
PRACA	Problem Reporting and Corrective Action
psig	Pounds Per Square Inch Gauge
PWS	Performance Work Statement
QA	Quality Assurance
R&D	Research and Development
RCC	Reinforced Carbon-Carbon
RCCOST	Reinforced Carbon-Carbon Optical Scanning Tool
RF	Radio Frequency
RFIC	Request For Issuance Clearance
RFP	Request for Proposal
RID	Rack Insertion Device
RMAS	Remote Monitor Alarm System
RMO	Resources Management Office
RMS	Random Motion Simulator
ROS	Research Operations Support
S&MA	Safety and Mission Assurance
SAA	System Assurance Analysis

SBA	Small Business Administration
SDB	Small Disadvantaged Business
SEB	Source Evaluation Board
SF	Standard Form
SIC	Standard Industrial Classification
slpm	standard liters per minute
SONET	Synchronous Optical Network
SOP	Standard of Performance
SPP	Standard Practice Procedure
Sq	Square
SR&QA	Safety, Reliability and Quality Assurance
SRB	Solid Rocket Booster
SRM&QA	Safety, Reliability, Maintainability and Quality Assurance
SRMU	Solid Rocket Motor Upgrade
SSA	Source Selection Authority
SSC	Stennis Space Center
SSE	Software Support Environment
SSPF	Space Station Processing Facility
SSR	Safety Statistics Report
STS	Space Transportation System
SUI	State Unemployment Insurance
SURDA	Surface Defect Analysis
TACAN	Tactical Air Navigation
TAL	Transatlantic Abort Landing
	Transoceanic Abort Landing
TBD	To Be Determined
TC	Technical Contact
TCMS	Test, Control, and Monitor System
TCMS-E	Test, Control, and Monitor System-Ethernet
TCS	Tracker Control System
TD	Technical Directive
TFCS	Treasury Financial Communications System
TIM	Technical Interchange Meeting
TIN	Taxpayer Identification Number
TLV	Threshold Limit Value
TPO	DE Technology Programs and Commercialization Office
TR	Technical Representative
TSM	Tail Service Mast
TV	Television
TVD	Toxic Vapor Detector
UCC	Universal Checkout Console
UCS	Unified Control System
UPN	Unique Project Number

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US	United States
USAF	United States Air Force
USCA	Universal Signal Conditioning Amplifier
uv	ultraviolet
V	Volts
V&V	Verification and Validation
VAC	Volts, Alternating Current
VAFB	Vandenberg Air Force Base
Vdc	Volts, Direct Current
VME	Versa Module Europe
VPF	Vertical Processing Facility
VXI	VME Extension Interface
WO	Work Order
WSTF	White Sands Test Facility

**ATTACHMENT J-6**

**DD FORM 254**

**(CONTRACT SECURITY CLASSIFICATION SPECIFICATION)**

DEPARTMENT OF DEFENSE

CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the National Industrial Security Program Operating Manual apply to all security aspects of this effort)

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED:

Secret

b. LEVEL OF SAFEGUARDING REQUIRED:

None

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)

X	a. PRIME CONTRACT NUMBER	
	<b>NAS10-98001</b>	
	b. SUBCONTRACT NUMBER	
	a. SOLICITATION OR OTHER NUMBER	DUE DATE (YYMMDD)

3. THIS SPECIFICATION IS: (X and complete as applicable)

X	a. ORIGINAL (Complete date in all cases)	Date (YYMMDD)
	b. REVISED (Supersedes all previous specs)	Revision No. Date (YYMMDD)
	a. FINAL (Complete form 5 in all cases)	Date (YYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT?  YES  NO. If yes, complete the following  
Classified material received or generated under \_\_\_\_\_ (Preceding Contract Number) is transferred to this follow-on contract

5. IS THIS A FINAL DD FORM 254  YES  NO. If yes, complete the following:  
In response to the contractors request dated \_\_\_\_\_, retention of the identified classified material is authorized for a period of:

6. CONTRACTOR (Include Commercial and Government Entity Code)

a. NAME, ADDRESS, AND ZIP Dynacs Engineering Company, Inc. 28870 U.S. Highway 19, W. Clearwater, FL 34621-2596	b. CAGE CODE <b>OAVB3</b>	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Southeast Region, DIS 2300 Lake Park Drive Suite 250 Smyrna, GA 30080-7608
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7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
---------------------------	--------------	--

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
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GENERAL IDENTIFICATION OF THIS PROCUREMENT

10. THIS CONTRACT WILL REQUIRE ACCESS TO	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTORS FACILITY OR GOVERNMENT ACTIVITY	X	
b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		X
d. FORMERLY RESTRICTED DATA		X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X
e. INTELLIGENCE INFORMATION		X	e. PERFORM SERVICES ONLY		X
(1) Sensitive Compartmented Information (SCI)		X	f. HAVE ACCESS TO US CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
(2) Non-SCI		X	g. BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X
i. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT		X
g. NATO INFORMATION		X	i. HAVE TEMPEST REQUIREMENTS		X
h. FOREIGN GOVERNMENT INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X
l. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
m. FOR OFFICIAL USE ONLY INFORMATION		X	l. OTHER (specify)		X
n. OTHER (Specify)	X		SEE BLOCK 13 REMARKS		

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

DIRECT      X THROUGH (Specify)

NASA John F. Kennedy Space Center  
ATTN: PA-PIB  
Kennedy Space Center, FL 32899

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
\*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

The Space-Transportation System Security Classification Guide, current and subsequent versions shall be a part of this contract. Guide will be provided under separate cover.

Additional classification guidance will be provided as required under separate cover.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract. X YES     NO  
*(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is required.)*

NASA KSC documents apply on KSC.

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

Inspection cognizance of activities at the Kennedy Space Center is the responsibility of NASA/KSC Protective Services Office.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL  
Michael L. Bross

b. TITLE  
Manager, Information Security

c. TELEPHONE (Include Area Code)  
(407)867-2452

d. ADDRESS (Include Zip Code)  
Kennedy Space Center  
Attn: FF-S1-B  
Kennedy Space Center, FL 32899

17. REQUIRED DISTRIBUTION

- X a. CONTRACTOR
- b. SUBCONTRACTOR
- X c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- X e. ADMINISTRATIVE CONTRACTING OFFICER
- X f. OTHERS AS NECESSARY FF-S1-B

SIGNATURE

