Folder: NNG10FE01B

CONTRACT:

File: GUEST

SCAN

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 80

2. CONTRACT (Proc. Inst. Ident.) NO.
NNG10FE01B

3. EFFECTIVE DATE
02/01/2010

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
4200230770

5. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
LaShawn Davis
Mail Stop 210.9
Greenbelt MD 20771

6. ADMINISTERED BY (If other than Item 5) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)

PRIMUS SOLUTIONS INC
Attn: Rick Payne
6303 IVY LANE STE 130
GREENBELT MD 20770-6322

CODE 3GQG0 FACILITY CODE

8. DELIVERY
☐ FOB ORIGIN ☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ▶ ITEM

11. SHIP TO/MARK FOR CODE 210.S

NASA/GSFC
8800 GREENBELT ROAD
GREENBELT MD 20771

12. PAYMENT WILL BE MADE BY CODE NSSC

NASA/Shared Services Center
Financial Management Division (FMD)
Accounts Payable
Bldg 1111, C Road
NSSC-AccountsPayable@nasa.gov
Stennis Space Center MS 39529-6000

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )

14. ACCOUNTING AND APPROPRIATION DATA
See schedule

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued				

15G. TOTAL AMOUNT OF CONTRACT ▶ $0.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ..... 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 followin 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. ☒ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number NNG08230770R, 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 condition 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.

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME OF CONTRACTING OFFICER
Lashawn K. Davis

19B. NAME OF CONTRACTOR

BY .....
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA
BY LaShawn K. Davis
(Signature of the Contracting Officer)

20C. DATE SIGNED
01/05/10

NSN 7540-01-152-8069
PREVIOUS EDITION IS UNUSABLE

STANDARD FORM 26 (Rev. 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

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SECTION B OF CONTRACT #NNG10FE01B
SUPPLIES OR SERVICES AND PRICES/COSTS

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

The Contractor shall perform and/or deliver the following:

ITEM	DESCRIPTION	REFERENCE	SCHEDULE
1	Reports of Reportable Items	Clause G.5 and G.6	As required
2	NASA Form 533M and 553Q (Monthly and Quarterly Contractor Financial Management Report)	Clause G.2	533M is due not later than l0 calendar days following the close of the contractors' monthly accounting period. 533Q is due 15 days preceding the quarter being reported.
3	Services and Deliverables In Accordance With Statement of Work and Task Orders	As defined in individual task orders.	As defined in individual task orders.
4	Task Plans	Clauses B.3, C.2	10 calendar days after receipt of request for task plan
5	Organizational Conflicts of Interest (OCI) Avoidance Plan	Clause H.7	Due 30 calendar days after contract effective date
6	Financial Report of NASA Property in the Custody of Contractors (NF 1018)	Clause G.11	Annual report due by October 15th and final report due as specified
7	Safety and Health Reporting	Clause H.1, H.4	As required and specified in Clause H.1, H.4
8	Personal Identity Verification (PIV) documentation and reporting	Clause H.2	As required and specified in Clause H.2
9	Information Technology Security Plan and Assessment Plans	Clause H.9 1852.204-76 (DEVIATION)	Due 30 calendar days after contract effective date
10	Quarterly Progress Reports	Clause C.3	As Required and Specified in Clause C.3
11	Final Task Report	Clause C.3	As Required and Specified in Clause C.3

(End of clause)

B. 2 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (FIXED PRICE) (GSFC 52.216-92) (APR 2008)

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is **$2,000,000.** The maximum amount of supplies or services that may be ordered during the effective period of this contract is **$229,000,000.**

(b) All orders placed under this contract will be applied to the minimum and maximum specified above.

(c) The maximum amount may be adjusted unilaterally by the Government on an as needed basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 20% of the original maximum amount.

(End of clause)

B. 3 SUPPLEMENTAL TASK ORDERING PROCEDURES (FIXED PRICE) (GSFC 52.216-93) (JUL 2006)

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

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

(End of clause)

B. 4 FIXED PRICE INCENTIVE (1852.216-83) (OCTOBER 1996)

The target cost of this contract is $ **(To be negotiated on each individual Task Order)**. The Target profit of this contract is $ **(To be negotiated on each individual Task Order)**. The target price (target cost plus target profit) of this contract is $ **(To be negotiated on each individual Task Order)**. The ceiling price is $ TBD [The ceiling price shall be calculated applying the proposed ceiling percentage in Attachment C, which shall not exceed 125%]

The cost sharing for target cost underruns is:

Government **80 %** Contractor **20 %.**

The cost sharing for target cost overruns is:

Government **60 %** Contractor **40 %.**

NOTE: The Total Target Profit proposed under each individual task order shall be apportioned in accordance with Contract Clause H.13

(End of clause)

B.5 ORDERING (52.216-18) (OCT 1995)

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

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

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

(End of clause)

B.6 ORDER LIMITATIONS (52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $1,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $10,000,000;

(2) Any order for a combination of items in excess of $229,000,000; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

B.7 INDEFINITE QUANTITY (52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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

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

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

(End of clause)

B.8 LIMITATION OF FUNDS (FIXED PRICE) (1852.232-77) (MARCH 1989)

(a) The total sum of $(**To be determined at each individual Task Order**) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS		
Task No.	Date	Amounts
		TBD

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government

(including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until _____ (Funding will be obligated at the task order level).

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract. (End of clause)

SECTION C OF CONTRACT #NNG10FE01B
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

The Contractor shall provide the personnel, materials, and facilities, except as otherwise provided in this contract, necessary to perform the work and to furnish the items specified in Section B of this contract in accordance with the Performance Work Statement (Section J, Attachment A), Contractor's Quality Assurance Plan (Section J, Attachment K), and the task orders issued hereunder.

(End of clause)

C. 2 TASK ORDERING PROCEDURE (1852.216-80)(OCTOBER 1996)

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

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

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

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

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

(c) Within __10__ calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

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

(1) Date of the order.

(2) Contract number and order number.

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

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

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

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

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

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

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within __3__ calendar days after receipt of the task order.

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

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

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

(End of clause)

C.3 REPORTS OF WORK

(a) Quarterly Task Progress Reports. The Contractor shall submit separate quarterly task progress reports of all work accomplished covering all active tasks during each quarter of contract performance. The Task Reports shall be in narrative form and brief in content. They shall include a quantitative description of overall progress to include key organization and personnel changes, significant assurance problems, safety and security issues, staffing issues, procurements and subcontract assurance programs, audit reports, contractor reviews, significant operations and/or maintenance problems. In addition, the report shall include an indication of any current problems which may impede performance and proposed corrective action. Furthermore, the report shall include a discussion of the work to be performed during the next quarterly reporting period.

(b) Final Task Report. The Contractor shall submit a final task report which documents and summarizes the results of the entire task work, including recommendations and conclusions based on the experience and results obtained. The final task report may include tables, graphs, diagrams, curves, sketches, photographs, and drawings (as applicable) in sufficient detail to comprehensively explain the results achieved under the task. The final task report shall also include the final incurred cost for the task and document the performance incentive and program incentive metrics that were achieved.

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

[Q=Quarterly, F=Final]

Copies	Report Type	Addressee	Mail Code
1	Q,F	Contracting Officer	210.S
1	Q,F	Contracting Officer's Technical Representative (COTR)	740

(d) Submission dates. Quarterly reports shall be submitted by the 15th day following the quarter being reported. If the task is awarded beyond the middle of a month, the quarterly task report shall cover the period from task award until the end of the following quarter. The final report for each task shall be submitted within 30 working days after the completion of the effort under the task.

(End of clause)

SECTION D OF CONTRACT #NNG10FE01B
PACKAGING AND MARKING

[THERE ARE NO CLAUSES IN THIS SECTION.]

SECTION E OF CONTRACT #NNG10FE01B
INSPECTION AND ACCEPTANCE

E. 1 ACCEPTANCE--SINGLE LOCATION (GSFC 52.246-92) (SEPT 1989)

The Contracting Officer or authorized representative will accomplish acceptance at NASA Goddard Space Flight Center. For the purpose of this clause, the Contracting Officer's Technical Representative named in this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

If this is a fixed price type contract, acceptance shall be deemed to have occurred constructively--for the sole purpose of computing an interest penalty that might be due the Contractor under the Prompt Payment Act--on the 7th day after the Contractor has delivered the supplies or services in accordance with the terms and conditions of the contract. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the date of the actual acceptance.

(End of clause)

E. 2 INSPECTION OF SERVICES--FIXED-PRICE (52.246-4) (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of 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 times and places 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 the Government performs inspections or tests on the premises of the Contractor or a significant subcontractor, the Contractor shall furnish, and shall require significant subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) 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, at no increase in contract amount. 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 the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

E. 3 RESPONSIBILITY FOR SUPPLIES (52.246-16) (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.

(d) Under paragraph (b) above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(End of clause)

E.4 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for three (3) years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

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

The services specified by this contact shall be performed at the following location(s): **NASA Goddard Space Flight Center, Greenbelt, Maryland; Wallops Flight Facility, Wallops Island, VA; and Contractor's Facilities.**

(End of clause)

F. 2 STOP-WORK ORDER (52.242-15) (AUG 1989)

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

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

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

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

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

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

(End of clause)

F. 3 F.O.B. DESTINATION (52.247-34) (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located, and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight". When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

F.4 EFFECTIVE ORDERING PERIOD

The Government may issue tasks for a period of five (5) years from the effective date of the contract. Task Orders shall not be issued after expiration of this effective ordering period.

(End of text)

F.5 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (GSFC 52.247-94) (JUN 2006)

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

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

Marked for:

Technical Officer See Individual Task Orders
Building **See Individual Task Orders** Room **N/A**
Contract No. **NNG10FE01B**
Item(s) No. **See Individual Task Orders**

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

If this is a fixed price type contract, delivery--for purposes of the Prompt Payment Act--must be through the above shipping address unless another location has been authorized by the Contracting Officer. If delivery is made to other than Receiving, Building 16W, Code 279, and shipment to that other location has not been authorized by the Contracting Officer, a delivery for the purposes of the Prompt Payment Act has not occurred and no interest penalty under the Act shall result. Shipment to other than Receiving, Building 16W, Code 279, will be construed as contract noncompliance.

(End of clause)

G.1 PROGRESS PAYMENTS. 52.232-16 (JUL 2009) ALTERNATE I (MAR 2000).

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts no greater than 95 percent of each individual task order issued, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 95 percent of the Contractor's total costs incurred under each individual task orders issued whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors-

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for-

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 95 percent of the total individual task order issued price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by paragraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(b) *Liquidation.* Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 95 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) *Reduction or suspension.* The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's-

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in paragraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (*i.e.,* noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; *e.g.,* the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) *Control of costs and property.* The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) *Special terms regarding default.* If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) *Financing payments to subcontractors.* The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to-

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments-

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) *Limitations on undefinitized contract actions.* Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs

incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) *Due date.* The designated payment office will make progress payments on the *"30th"* day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) *Progress payments under indefinite-delivery contracts.* The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

G. 2 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90) (DEC 2007)

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

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

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

Distribution shall be as follows:

Contracting Officer, Code **210.9**
E-Mail:**LaShawn.K.Davis@nasa.gov**

Contracting Officer's Technical Representative, Code **740**
E-Mail:**Steve.A.Naus@nasa.gov**

Resources Analyst, Code **Jacqueline Lofton**
E-Mail: **Jacqueline.Lofton-1@nasa.gov**

Regional Finance Office Cost Team, NSSC
E-Mail: NSSC-AccountsPayable@nasa.gov

Administrative Contracting Officer (if delegated)

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

http://nodis3.gsfc.nasa.gov/displayDir.cfm?Internal_ID=N_PR_9501_002D_&page_name=main

(End of clause)

G. 3 NOTICE OF INSTALLATION (GSFC 52.245-95) (OCT 1988)

The Contractor will, upon installation of the system, issue a letter to the Contracting Officer identifying the model number, serial number, and date and location of installation of delivered devices. Additional devices which are physically separable, such as major assemblies or components, or cabinets which are not specifically itemized in this contract should be identified in the letter.

(End of clause)

G. 4 PROPERTY CLAUSE APPLICABILITY--ON-SITE AND OFF-SITE (GSFC 52.245-96)(APR 2008)

(a) Performance of this contract requires that Contractor personnel and any furnished and/or acquired Government property be located at both Government controlled and managed premises (on-site) and at Contractor controlled and managed premises (off-site). The requirements for control and accountability of Government property differ depending upon the location of the property. The applicability of the clauses in this contract to on-site and to off-site locations is indicated below.

(b) Clauses applicable to both on-site and off-site locations.

FAR clause 52.245-1, "Government Property"

FAR clause 52.245-9, "Use and Charges"

NASA FAR Supplement clause 1852.245-70, "Contractor Requests for Government-Provided Property"

NASA FAR Supplement clause 1852.245-72, "Liability for Government Property Furnished for Repair or Other Services"

NASA FAR Supplement clause 1852.245-74, "Identification and Marking of Government Equipment"

NASA FAR Supplement clause1852.245-75, "Property Management Changes"

NASA FAR Supplement clause 1852.245-78, "Physical Inventory of Capital Personal Property"

NASA FAR Supplement clause 1852.245-79, "Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value"

NASA FAR Supplement clause 1852.245-83, "Real Property Management Requirements"

(c) Clauses applicable only to off-site locations.

NASA FAR Supplement clause 1852.245-73, "Financial Reporting of NASA Property in the Custody of Contractors"

NASA FAR Supplement clause 1852.245-76, "List of Government Property Furnished Pursuant to FAR 52.245-1"

(d) Clauses applicable only to on-site locations.

FAR clause 52.245-2, "Government Property Installation Operation Services"

NASA FAR Supplement clause 1852.245-71, "Installation-Accountable Government Property"

NASA FAR Supplement clause 1852.245-77, "List of Government Property Furnished Pursuant to FAR 52.245-2"

NASA FAR Supplement clause 1852.245-82, "Occupancy Management Requirements"

GSFC clause 52.245-93, "Reports of Contractor Acquired Government Property"

(End of clause)

G.5 PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (52.227-11) (DEC 2007)—As Modified by NFS 1852.227-11

(a) As used in this clause—

"Invention" means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, *et seq.*)

"Made" means—

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

"Nonprofit organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

"Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Subject invention" means any invention of the Contractor made in the performance of work under this contract.

(b) *Contractor's rights.*

(1) *Ownership.* The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) *License.*

(i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) *Contractor's obligations.*

(1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (*i.e.*, sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after

disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(5) The Contractor may use whatever format is convenient to disclose subject inventions required in subparagraph (c)(1). NASA prefers that the contractor use either the electronic or paper version of NASA Form 1679, Disclosure of Invention and New Technology (Including Software) to disclose subject inventions. Both the electronic and paper versions of NASA Form 1679 may be accessed at the electronic New Technology Reporting Web site http://invention.nasa.gov.

(d) *Government's rights*—

(1) *Ownership.* The Contractor shall assign to the agency, on written request, title to any subject invention—

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) *License.* If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) *Contractor action to protect the Government's interest.*

(1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to—

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) *Reporting on utilization of subject inventions.* The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35

U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

The Contractor shall provide the Contracting Officer the following:

(i) A listing every 12 months (or such longer period as the Contracting Officer may specify) from the date of the contract, of all subject inventions required to be disclosed during the period.

(ii) A final report prior to closeout of the contract listing all subject inventions or certifying that there were none.

(iii) Upon request, the filing date, serial number and title, a copy of the patent application, and patent number and issue date for any subject invention in any country in which the contractor has applied for patents.

(iv) An irrevocable power to inspect and make copies of the patent application file, by the Government, when a Federal Government employee is a coinventor.

(g) *Preference for United States industry.* Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) *March-in rights.* The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall—

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, *provided*, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for

marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; *provided*, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) *Communications.* All subject invention disclosures made under this section shall be made through NASA's eNTRe new technology reporting tool available on the world-wide web at http://invention.nasa.gov/. Requests for greater rights shall be sent to the Contracting Officer. Additionally, a copy of all confirmatory licenses, patent applications, waivers and other routine communications shall be sent to NASA Goddard's Office of Patent Counsel, Code 140.1, 8800 Greenbelt Road, Greenbelt, MD 20771.

(k) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include the clause in the NASA FAR Supplement at 1852.227-70, New Technology, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, research, design, or engineering work to be performed by other than a small business firm or nonprofit organization.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.

(End of clause)

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

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

Title	Office Code	Address (including zip code
New Technology	504	Goddard Space Flight Center Representative Greenbelt, MD 20771
Patent	140.1	Goddard Space Flight Center Representative Greenbelt, MD 20771

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

G. 7 COMMERCIAL COMPUTER SOFTWARE--LICENSE (52.227-19) (DECEMBER 2007)

(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

(b)(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.

(2) The commercial computer software may be-

(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and

(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

Notice-Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No.NNG10FE01B.

(End of clause)

G. 8 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73) (NOV 2004)

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

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

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

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

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

(End of clause)

G.9 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71) (DECEMBER 2007) (DEVIATION)

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the contracting officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

(1) NASA Procedural Requirements (NPR) 4100, NASA Materials Inventory Management Manual
(2) NASA Procedural Requirements (NPR) 4200, NASA Equipment Management Procedural Requirements
(3) NASA Procedural Requirement (NPR) 4300, NASA Personal Property Disposal Procedural Requirements
(4) Notify the cognizant property custodian, COTR, and the Installation Security Officer immediately if theft of Government property is suspected or property cannot be located
(5) Identify Government property equipment that is no longer considered necessary for performance of the contract.
(6) Ensure that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. This is the only acceptable procedure for disposal of Government property.
(7) Do not relocate Government property within Government premises or remove Government property from Government premises without written approval.
(8) Ensure that Government property, including property leased to the Government, is used only for the purposes of performing the contract.
(9) Ensure that Government property is protected and conserved.

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

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

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

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

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

(iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

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

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

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

(2) Office furniture.

(3) Property listed in Attachment H.

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

(ii) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

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

(4) Supplies from stores stock.

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

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

(7) Installation service facilities: None.

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

(9) Cafeteria privileges for Contractor employees during normal operating hours.
(10) Building maintenance for facilities occupied by Contractor personnel.
(11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

G.10 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (SEPTEMBER 2007) (DEVIATION)

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

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

(2) The Contractor shall mail the original signed NF 1018 directly to the Goddard Space Flight Center (GSFC), General Accounting Department, General Ledger Section, Code 157, Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address:

Goddard Space Flight Center, Supply and Equipment Management Branch, Code 273, Greenbelt, MD 20771--unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

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

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

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

(End of clause)

G.11 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (1852.245-76) (SEPTEMER 2007) (DEVIATION)

For performance of work under this contract, the Government will make available Government property identified below or in each individual Task Order issued under this contract on a no-charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property. The Contractor shall use this property in the performance of this contract at the Contractor's facilities and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

Item Description	Acquisition Date	Acquisition Cost	Quantity	Date to be Furnished	If equipment		
					Manufacturer	Model	Serial Number
To Be Specified in each Task Order, if applicable							

(End of clause)

G.12 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (1852.245-74) (SEPTEMBER 2007) (DEVIATION)

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

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

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

(1) Item Description.
(2) Unique Identification Number (License Tag).
(3) Unit Price.
(4) An explanation of the data used to make the unique identification number.

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

(1) Date originally placed in service.
(2) Item condition.
(3) Date last serviced.

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

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

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

(End of clause)

G.13 PROPERTY MANAGEMENT CHANGES (1852.245-75) (SEPTEMBER 2007) (DEVIATION)

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

(1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
(2) Alters physical inventory timing or procedures;
(3) Alters recordkeeping practices;
(4) Alters practices for recording the transport or delivery of Government property; or
(5) Alters practices for disposition of Government property.

(b) The Contractor shall contact the IPO at:

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

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

(End of clause)

G.14 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (1852.245-78) (SEPTEMBER 2007) (DEVIATION)

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

(1) The Contractor shall inventory --

(i) Items of property furnished by the Government;

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

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

(iv) Complete but undelivered deliverables.

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

(b) Unless specifically authorized in writing by the NASA Industrial Property Officer (IPO), the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from the NASA IPO, when all of the conditions in either (1) or (2) below are met.

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

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

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

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

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

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

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

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

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

(2) Include additional supporting reports of --

(i) Loss, damage or destruction, in accordance with the clause at 52.245-1, Government Property;

(ii) Idle property available for reuse or disposition; and

(iii) A summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.

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

(End of clause)

G.15 OCCUPANCY MANAGEMENT REQUIREMENTS (1852.245-82) (SEPTEMBER 2007) (DEVIATION)

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management

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

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

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

(End of Clause)

G.16 ACCOUNTING AND APPROPRIATION DATA

PCN	AMT
Purchase Request No. 4200323853	$2,117,200.00
Purchase Request No. 4200323239	$140,364.00
TOTAL:	$2,257,564.00

H. 1 SECTION H CLAUSES INCORPORATED BY REFERENCE

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

(End of By Reference Section)

H.2 CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES (GSFC 52.204-99)) (SEPT 2008)

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

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

(c) Each contract employee shall provide to the Contractor's designated PIV Requester the basic identifying information required for a PIV Request to be initiated in the PIV System. The PIV Request must be approved by the PIV Sponsor (COTR or the Contracting Officer). The COTR will resolve any housing or access issues, and review the request for accuracy and completeness. Requests that are approved by the PIV Sponsor will be forwarded to the GSFC Security Division, Code 240, PIV Authorization, Badge enrollment, and Badge issuance.

(d) The Contractor shall submit an annotated PIV Report each month. The GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:
(1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;
(2) Make handwritten changes to any other incorrect data.

The annotated PIV Report shall be separately submitted to the GSFC Security Division, Code 240,

Attention: PIV Manager, and to the COTR by the 10th calendar day of the month.

For the final PIV Report under the contract, the GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than two weeks prior to the end of the contract. The Contractor shall submit its annotated final PIV Report no later than 3 days prior to the end of the contract.

If this is a follow-on contract, at the end of the phase-in period (if any)/start of the basic contract period, the GSFC Security Division will provide the Contractor a copy of the final PIV Report from the previous contract. The Contractor shall review the list and redline it as necessary to reflect its employees requiring PIV cards. The redlined list shall be provided the GSFC Security Division within 30 days after the start of the contract.

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

(End of clause)

H. 3 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (AUG 2008)

(a)(1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the Contractor and subcontractors and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, "Contractor Personnel—Identification, Onsite Reporting, and Checkout Procedures" for permanent PIV card issuance procedures.
(2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer's Technical Representative. Approval of such visits must be approved in advance in accordance with GPR 1600.1.
(3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.

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

(1) Coordinated Harassment/Discrimination Inquiry Guidelines
http://internal.gsfc.nasa.gov/directives/security.html
(2) GSFC Workplace Violence Announcement
http://gdms.gsfc.nasa.gov/gdmsnew/srv/GDMSNEWDatabaseObject
?document_id=7727
(3) GMI 1152.9, Facilities Coordination Committee
(4) GPR 1600.1, GSFC Security Requirements
(5) GPR 1700.1, Occupational Safety Program
(6) GPR 1700.2, Chemical Hygiene Plan
(7) GPR 1800.1, GSFC Smoking Guidelines
(8) GPR 1800.2, Occupational Health Program
(9) GPR 1860.1, Ionizing Radiation Protection
(10) GPR 1860.2, Laser Radiation Protection
(11) GPR 1860.3, Radio Frequency Radiation Safety
(12) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
(13) GPR 2570.1, Radio Frequency Equipment Licensing
(14) GPD 8500.1, Environmental Program Management
(15) GPR 8710.2, Emergency Preparedness Program for Greenbelt
(16) GPR 8710.7, Cryogenic Safety
(17) GPD 8715.1, GSFC Safety Policy
(18) GPR 8715.1, Processing of NASA Safety Reporting System (NSRS) Incident Reports

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

(c) The Contractor may not use official Government mail (indicia or "eagle" mail). Contractors found in violation could be liable for a fine of $300 per piece of indicia mail used. However, the Contractor is allowed to use internal GSFC mail to the extent necessary for purposes of the contract.

(End of clause)

H. 4 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91) (NOV 2005)

(a) Other safety and health requirements. In addition to compliance with all Federal, state, and local laws as required by paragraph (d) of NFS clause 18-52.223-70, the Contractor shall comply with the following:
Monthly health and safety report using NASA Incident Reporting Information System (IRIS). Specify incidents, disabling injuries, lost work days incident rate, days lost, property damage cost, manhours worked/month, and total employees. Access form available at
ftp://ftp.hq.nasa.gov/forms/pdf/nhq224.pdf . Until access is approved use template available at
http://safety1st.gsfc.nasa.gov under Contractor Safety and email to Lisa.L.Cutler@nasa.gov

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

(End of clause)

H.5 APPLICABILITY OF RIGHTS IN DATA – SPECIAL WORKS (GSFC 52.227-93) (MAR 2008)

The "Rights in Data - Special Works" clause of this contract applies to the following aspects (or items):

Any data requested by the Government for any legitimate government use.

(End of clause)

H. 6 EXPORT LICENSES (1852.225-70) (FEB 2000)

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

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any Government installation, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

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

(End of clause)

H. 7 ACCESS TO SENSITIVE INFORMATION (1852.237-72) (JUNE 2005)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

H.8 RELEASE OF SENSITIVE INFORMATION (1852.237-73) (JUNE 2005)

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

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

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

Mark the title page with the following legend:

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

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

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

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive

Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

H. 9 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (1852.204-76) (MAY 2008) (DEVIATION)

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

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

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

(b) IT Security Requirements.

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

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

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

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

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

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United

States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

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

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

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

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

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

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

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

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

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT,

information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

H.10 LIMITED RIGHTS DATA OR RESTRICTED COMPUTER SOFTWARE (GSFC 52.227-90) (MAR 2008)

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

NONE

(End of clause)

H.11 RIGHTS IN DATA (GSFC 52.227-99) (MAR 2008)

The default Data Rights clause under this contract is FAR 52.227-14 RIGHTS IN DATA-GENERAL as modified by NASA FAR Supplement 1852.227-14—Alternate II and Alternate III and GSFC 52.227-90. Any exceptions to this clause will be covered by FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS as modified by NASA FAR Supplement 1852.227-17, and, if applicable, GSFC 52.227-93.

(End of clause)

H.12 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated October 16, 2008 are hereby incorporated by reference in this resulting contract.

(End of Clause)

H.13 PERFORMANCE AND PROGRAM OBJECTIVES INCENTIVE

Performance incentives and Program incentives shall be included on all individual task orders. The performance metrics for each task shall be selected by the Government and negotiated for each individual task order along with an incentive payment schedule. All metrics shall be in compliance with the performance and program objective metrics in the performance work statement and NASA Agency and Center security requirements/standards.

The payments of performance incentives made throughout the task order period of performance are considered provisional payments. When the task is complete, a final determination will be made by the Government and the final payment will be remitted to the contractor.

The Total Target Profit proposed under each individual task order shall be apportioned 40 percent to the Price Incentive (Clause B.4), 40 percent to Performance Incentive and 20 percent to Program Objectives Incentives.

(End Text)

SECTION I OF CONTRACT #NNG10FE01B
CONTRACT CLAUSES

I. 1 SECTION I CLAUSES INCORPORATED BY REFERENCE

(52.202-1)	DEFINITIONS (JULY 2004)
(52.203-3)	GRATUITIES (APR 1984)
(52.203-5)	COVENANT AGAINST CONTINGENT FEES (APR 1984)
(52.203-6)	RESTRICTIONS ON SIGNIFICANT SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
(52.203-7)	ANTI-KICKBACK PROCEDURES (JUL 1995)
(52.203-8)	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(52.203-10)	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(52.203-12)	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)
(52.203-13)	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)
(52.203-14)	DISPLAY OF HOTLINE POSTER(S) (DEC 2007) [fill-in "(b)(3)—Inspector General Hotline Posters may be obtained from NASA Office of Inspector General, Code W, Washington, DC 20546-0001"]
(52.204-2)	SECURITY REQUIREMENTS (AUG 1996)
(52.204-4)	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
(52.204-7)	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
(52.204-9)	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)
(52.209-6)	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
(52.215-2)	AUDIT AND RECORDS--NEGOTIATION (MAR 2009)
(52.215-8)	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
(52.215-11)	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATION (OCT 1997)
(52.215-13)	SIGNIFICANT SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(52.215-14)	INTEGRITY OF UNIT PRICES (OCT 1997)
(52.215-15)	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
(52.215-18)	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
(52.215-19)	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
(52.215-21)	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 1997).
(52.219-6)	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
(52.222-1)	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
(52.222-3)	CONVICT LABOR (JUNE 2003)

SECTION I OF CONTRACT #NNG10FE01B
CONTRACT CLAUSES

(52.222-4)	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JUL 2005)
(52.222-19)	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (AUG 2009)
(52.222-20)	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
(52.222-21)	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(52.222-26)	EQUAL OPPORTUNITY (MAR 2007)
(52.222-35)	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
(52.222-36)	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(52.222-37)	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
(52.222-41)	SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007)
(52.222-43)	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEPT 2009)
(52.222-50)	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
(52.222-54)	EMPLOYMENT ELIGIBILITY VERIFICATION (SEP 2009)
(52.223-5)	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) --ALTERNATE I (AUG 2003) AND ALTERNATE II (AUG 2003)
(52.223-6)	DRUG FREE WORK PLACE (MAY 2001)
(52.223-10)	WASTE REDUCTION PROGRAM (AUG 2000)
(52.223-14)	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
(52.223-15)	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
(52.224-1)	PRIVACY ACT NOTIFICATION (APR 1984)
(52.224-2)	PRIVACY ACT (APR 1984)
(52.225-1)	BUY AMERICAN ACT--SUPPLIES (FEB 2009)
(52.225-8)	DUTY FREE ENTRY (FEB 2008)
(52.225-13)	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
(52.227-1)	AUTHORIZATION AND CONSENT (DEC 2007)
(52.227-2)	NOTICE AND ASSISTANCE REGARDING PATENT AND COPY-RIGHT INFRINGEMENT (DEC 2007)
(52.227-3)	PATENT INDEMNITY (APR 1984)
(52.228-5)	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
(52.229-3)	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
(52.232-1)	PAYMENTS (APR 1984)
(52.232-8)	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
(52.232-11)	EXTRAS (APR 1984)
(52.232-17)	INTEREST (OCT 2008)
(52.232-23)	ASSIGNMENT OF CLAIMS (JAN 1986)
(52.232-25)	PROMPT PAYMENT (OCT 2008)
(52.232-34)	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)[para (b)(1) fill-in

	(hereafter: "designated office"-- NASA Shared Services Center (NSSC) Financial Management Division (FMD) – Accounts Payable Bldg 1111, C. Road Stennis Space Center, MS 39529 Phone#: 1-877-677-2123 Fax: 1-866-209-5415 Email: NSSC-AccountsPayable@nasa.gov , no later than concurrent with the first request for payment.]
(52.233-1)	DISPUTES (JULY 2002)--ALTERNATE I (DEC 1991)
(52.233-3)	PROTEST AFTER AWARD (AUG 1996)
(52.233-4)	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
(52.237-2)	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
(52.237-3)	CONTINUITY OF SERVICES (JAN 1991)
(52.239-1)	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
(52.242-1)	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
(52.242-3)	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
(52.242-13)	BANKRUPTCY (JUL 1995)
(52.242-17)	GOVERNMENT DELAY OF WORK (APR 1984)
(52.243-1)	CHANGES--FIXED PRICE (AUG 1987)--ALTERNATE II (APR 1984)
(52.245-1)	GOVERNMENT PROPERTY (JUNE 2007)
(52.245-9)	USE AND CHARGES (JUNE 2007)
(52.247-63)	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003)
(52.247-67)	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006): [para (c) - Contractors shall submit the referenced transportation documents to - GUEST Contracting Officer; Goddard Space Flight Center; Mail Code: 210.9; Greenbelt, MD 20771]
(52.249-2)	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)(MAY 2004)
(52.249-8)	DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 1984)
(1852.203-70)	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUNE 2001)
(1852.215-84)	OMBUDSMAN (JAN 2003) —ALTERNATE I (JUN 2000) The installation Ombudsman is Arthur F. Obenschain, Goddard Space Flight Center, Mailstop 100, Greenbelt, MD 20771, Business Phone: 301 286-5066, Fax 301 286-1714, E-mail address: arthur.f.obenschain@nasa.gov
(1852.223-74)	DRUG-AND ALCOHOL-FREE WORKPLACE (MAR 1996)
(1852.243-71)	SHARED SAVINGS (MAR 1997)

(End of By Reference Section)

I. 2 INCENTIVE PRICE REVISION--FIRM TARGET (52.216-16) (OCT 1997)

(a) General. The supplies or services identified in the individual Task Orders issued are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price as follows: Offeror to propose no more than 125% of negotiated target cost on each individual task order issued. Any supplies or services that are to be (1) ordered separately under, or otherwise added to, this contract and (2) subject to price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Data submission. (1) Within **30** days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) above, the Contractor shall submit in the format of Table 15-2, FAR 15.408, or in any other form on which the parties agree--

(i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;

(ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items:

(iii) A list of all residual inventory and an estimate of its value; and

(iv) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by subparagraph (1) above within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) Price revision. Upon the Contracting Officer's receipt of the data required by paragraph (c) above, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) above by applying to final negotiated cost an adjustment for profit or loss, as follows:

(1) On the basis of the information required by paragraph (c) above, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:

(i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.

(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less **40** percent of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus **20** percent of the amount by which the total final negotiated cost is less than the total target cost.

(e) Contract modification. The total final price of the items specified in paragraph (a) above shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that--

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract or individual Task Orders issued.

(f) Adjusting billing prices. (1) Pending execution of the contract modification (see paragraph (e) above), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall not exceed 95 percent of the negotiated target prices shown for each task order.

(2) If at any time it appears from information provided by the contractor under subparagraph (g)(2) below that the then- current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that final cost under this contract will be substantially greater than the target cost.

(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) above. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price for all individual Task Orders issued, and any resulting additional payments, refunds. or credits shall be made promptly.

(g) Quarterly limitation on payments statement. This paragraph (g) shall apply until final price revision under this contract has been completed.

(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the individual Task Orders issued , showing--

(i) The total task order price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total target profit (used in establishing the initial task order price or agreed to for the purpose of this paragraph (g) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established-- increased or decreased in accordance with subparagraph (d)(2) above, when the amount stated under subdivision (ii), immediately above, differs from the aggregate target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (1)(iv) above exceeds the sum due the Contractor, as computed in accordance with subdivisions (1)(i), (ii), and (iii) above, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the progress payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

(i) Disagreements. If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) above are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(j) Termination. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(k) Equitable adjustment under other clauses. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(l) Exclusion from target price and total final price. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose. Then neither any target price nor the total final price includes or will include any amount for that purpose.

(m) Separate reimbursement. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(n) Taxes. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

(End of clause)

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

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

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

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

To locate the nearest NLRB office, see NLRB's website at *http://www.nlrb.gov.*

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

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance

with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-
(1) Contractors and significant subcontractors that employ fewer than 15 persons;
(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-
(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-
(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
(2) Download a copy of the poster from the Office of Labor-Management Standards website at *http://www.olms.dol.gov*; or
(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a significant subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

I.6 RIGHTS TO PROPOSAL DATA (52.227-23) (TECHNICAL) (JUN 1987)

Except for data contained on all pages, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposals dated October 16, 2008 and October 7, 2009 , upon which this contract is based.

(End of Clause)

I.7 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)

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

(a) Withholdings pursuant to any clause relating to wages or hours of employees;

(b) Withholdings not specifically provided for by this contract;

(c) The recovery of overpayments; and

(d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

I.8 SUBCONTRACTS (52.244-2) (JUN 2007)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

NONE

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

I.9 SUBCONTRACTS FOR COMMERCIAL ITEMS (52.244-6) (AUG 2009)

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

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

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

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

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

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

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

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

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

(viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

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

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

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

(End of clause)

I.10 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

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

Federal Acquisition Regulation (FAR) clauses:

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

NASA FAR Supplement (NFS) clauses:

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

(End of clause)

I.11 AUTHORIZED DEVIATIONS IN CLAUSES (52.252-6) (APR 1984)

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

(b) The use in this solicitation or contract of any NASA FAR Supplement Regulation (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.12 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided

there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

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

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

(End of clause)

I.13 SECURITY CLASSIFICATION REQUIREMENTS (1852.204-75) (SEPT 1989)

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

(End of clause)

I.14 USE OF RURAL AREA SMALL BUSINESSES (1852.219-74) (SEP 1990)

(a) Definitions.

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

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

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

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

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

(End of clause)

I.15 RIGHTS IN DATA-GENERAL (52.227-14)(DEC 2007) as modified by NASA FAR Supplement 1852.227-14—ALTERNATE II (DEC 2007) AND ALTERNATE III (DEC 2007)

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

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

"Computer software"-

(1) Means

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

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

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

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

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

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

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

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

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

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

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

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

(b) Allocation of rights.

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

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

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

(2) The Contractor shall have the right to-

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

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

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

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

(c) Copyright-

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

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

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

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

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

(i) Identifies the data; and

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

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

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

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

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

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

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

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

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

(e) Unauthorized marking of data.

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

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

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

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

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

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

(f) Omitted or incorrect markings.

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

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

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

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

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

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

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

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

(ii) Correct any incorrect notices.

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

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

(i) Identify the data being withheld; and

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

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

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

Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under Government Contract No. NNG10FE01B (and subcontract, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

(i) Use (except for manufacture) by support service contractors.

(ii) Evaluation by nongovernment evaluators.

(iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.

(iv) Emergency repair or overhaul work.

(v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.

(vi) or any other legitimate government use

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

(End of notice)

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

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. NNG10FE01B (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be-

(1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, *provided* that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use with a replacement computer and other legitimate government use.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form notice may be used instead:

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. NNG10FE01B (and subcontract, if appropriate) with _____ (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

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

(i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

I.16 RIGHTS IN DATA—SPECIAL WORKS (52.227-17) (DEC 2007) as modified by NASA FAR Supplement 1852.227-17

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

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

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

(b) Allocation of Rights.

(1) The Government shall have-

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright-

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

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 *U.S.C. 401 or 402* and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for

all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(f) Whenever the words "establish" and "establishment" are used in this clause, with reference to a claim to copyright, they shall be construed to mean "assert" and "assertion", respectively.

(End of clause)

I.17 · NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

(a) Definitions.

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

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

"Small disadvantaged business concern", as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

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

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

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

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

(End of clause)

I.18 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)

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

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the

insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least $100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

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

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

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

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

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

(End of clause)

I.19 EMERGENCY EVACUATION PROCEDURES (1852.237-70) (DEC 1988)

The Contractor shall assure that its personnel at Government facilities are familiar with the functions of the Government's emergency evacuation procedures. If requested by the Contracting Officer, the Contractor shall designate an individual or individuals as contact points to provide for efficient and rapid evacuation of the facility if and when required.

(End of clause)

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

The following attachments constitute part of this contract:

Attachment	Description	Date	No. of Pages
A	Performance Work Statement	October 2009	116
B	Financial Reporting Instructions	August 2008	3
C	Direct Labor and Incentive Rates Matrix	October 2009	31
D	Safety and Health Plan	October 2009	20
E	DD Form 254, Contract Security Classification Specification	TBD	2
F	Personal Identity Verification Card Issuance Procedures	N/A	4
G	Wage and Hour Determination	05/26/2009	10
H	List of Installation Accountable Government Property (IAGP)	August 2008	14
I	Information Technology Security Plan and Assessment Plans*	TBS	TBD
J	Organizational Conflicts of Interest Avoidance Plan*	TBS	TBD
K	Quality Assurance Plan	October 2009	35

TBS = TO BE SUBMITTED BY THE CONTRACTOR

*To be submitted 30 days after contract effective date. Plan will be incorporated after approved by the Government.

(End of clause)

NASA CONTRACT #NNG10FE01B

GODDARD UNIFIED ENTERPRISE SERVICES AND TECHNOLOGY

ATTACHMENT B

FINANCIAL MANAGEMENT REPORTING REQUIREMENTS

AUGUST 2008

FINANCIAL MANAGEMENT REPORTING REQUIREMENTS

General

Financial Management Reports shall be submitted by the Contractor on the NASA 533 series reports, in accordance with the instructions on the reverse of the forms, NASA Procedural Requirements NPR 9501.2D entitled "NASA Contractor Financial Management Reporting, dated May 23, 2001, and additional instructions issued by the Contracting Officer.

a. Level of Detail

An individual 533 Report shall be provided for each individual Task Order and a cumulative 533 sheet summarizing all Task Orders issued. The reports shall contain a breakdown of each service area by the elements of cost listed below.

b. Distribution

The Contractor shall distribute 533 reports to each addressee indicated in the Basic Contract Clause G.1 "Financial Management Reporting." The 533M reports shall be distributed not later than the tenth (10th) calendar day following the month being reported. The 533Q reports are projections and shall be distributed 15 days preceding the quarter being reported.

c. Reporting Requirements

Each report sheet shall provide costs data for reporting categories presented below:

1. Prime Contractor Direct Labor Hours
   (List by Labor Category)

2. Prime Contractor Labor Dollars (through G&A)
   (List by Labor Category)

3. Other Direct Costs (ODCs):

   a. Subcontracts (list)

b. Material

c. Travel

d. Other (specify)

e. Total ODCs

4. Target Cost

5. Target Profit

6. Target Price

7. Target Ceiling

DPARTME F DEFENSE

CONTRACT SECURITY CLASSIFICATION SPECIFICATION
(*The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.*)

FOR SOLICITATION PURPOSE

CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED: SECRET

b. LEVEL OF SAFEGUARDING REQUIRED: NONE

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

	a. PRIME CONTRACT NUMBER	
☐	b. SUBCONTRACT NUMBER	
☒	c. SOLICITATION OR OTHER NUMBER: NNG08230770J	DUE DATE (*YYMMDD*): *08/09/22 (Proposal)*

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*)
☐	c. FINAL (Complete Item 5 in all cases)		DATE (*YYMMDD*)

4. THIS IS A FOLLOW-ON CONTRACT? ☒ **YES** **NO. If Yes, complete the following:**

Classified material received or generated under NAS5-02036 and NNG07DA57D **(*Preceding Contract Number*) is transferred to this follow-on contract.**

5. IS THIS A FINAL DD FORM 254? ☐ **YES** X **NO. If Yes, complete the following:**

In response to the contractor's request dated_____, retention of the identified classified material is authorized for the period of_____

6. CONTRACTOR (*Include Commercial and Government Entity (CAGE) Code*)

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

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	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*)
Goddard Space Flight Center Greenbelt, MD 20771		

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

Goddard Unified Enterprise Services and Technology (GUEST)

10. THIS CONTRACT WILL REQUIRE ACCESS TO:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	☒	
b. RESTRICTED DATA	☐	☒
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	☐	X
d. FORMERLY RESTRICTED DATA	☐	X
e. INTELLIGENCE INFORMATION:	☐	X
(1) Sensitive Compartmented information (SCI)	☐	X
(2) Non-SCI	☐	X
f. SPECIAL ACCESS INFORMATION	☐	☒
g. NATO INFORMATION	☐	X
h. FOREIGN GOVERNMENT INFORMATION	☐	X
i. LIMITED DISSEMINATION INFORMATION	☐	X
j. FOR OFFICIAL USE ONLY INFORMATION	☐	X
k. OTHER (*Specify*) *NASA SBU Information*	☐	X

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X	☐
b. RECEIVE CLASSIFIED DOCUMENTS ONLY	☐	X
c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	☐	X
d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	☐	☒
e. PERFORM SERVICES ONLY	☐	X
f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	☐	X
g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	☐	X
h. REQUIRE A COMSEC ACCOUNT	☐	X
i. HAVE TEMPEST REQUIREMENTS	☐	X
j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	☐	X
k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	☐	X
l. OTHER (*Specify*)	☐	X

12. PUBLIC RELEASE. Any information *(classified or unclassified)* pertaining to this contract shall not be released for public dissemination except as provided by the INISPOM 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 Goddard Space Flight Center, Public Affairs, Code 130

To the Office of Public Affairs, National Aeronautics and Space Administration, Washington, DC 20546, for review.

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.)*

In performance of this contract, some personnel may require access to classified information up to and including the SECRET level. The contract must have a sufficient number of cleared employees assigned duties under this contract to be able to complete all classified work assignments up to and including SECRET.

1. DoD 5220.22-M National Industrial Security Program Operating Manual (NISPOM) dated 2/28/06
2. NSA CSS Policy Manual No. 3-16, dated 5 August 2005
3. NCSC-1 – National Policy for Safeguard and Control of COMSEC Material Communications Security Classification Guide, 1/8/87
4. NASA Space Network Security Classification Guide, 4/1/06, Version 1.1
5. GPR 1600.1, Goddard Security Requirements, 4/3/08
6. NPR 1600.1, NASA Security Program Procedural Requirements w/Change 1, 11/8/05
7. NPD 1600.2D, NASA Security Policy Revalidated 2/1/06
8. NPD 1660.1, NASA Counterintelligence (CI) Policy 2/27/02
9. NPR 1660.1, NASA Counterintelligence (CI)/Counterterrorism (CT) Procedural Requirements 12/21/04
10. NPR 2810.1, NASA Security of Information Technology, Revalidated 5/16/06
11. NPD 2810.1C, NASA Information Security Policy 4/7/04
12. OMB Circular A.130 Appendix III, Security of Federal Automated Information Resources
13. Computer Security Act of 1987, as amended

Any employee, who observes or becomes aware of the deliberate or suspected compromise of classified national security information, shall promptly report such information personally to the GSFC Counter Intelligence (CI) Office. If Sensitive but Unclassified (SBU) information appears compromised by or on behalf of foreign or domestic powers, organizations or persons, employees shall report such information to the GSFC CI Office. If an employee becomes aware of information pertaining to international or domestic terrorist activities, employees shall also report to the GSFC CI Office. If the information indicates a computer compromise or other cyber intrusion, the Office of Inspector General shall be promptly notified.

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

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. *(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)* ☐ Yes X No

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	b. TITLE	c. TELEPHONE *(Include Area Code)*
Pamela A. Starling	Information/Industrial Security Specialist	301-286-6865

d. ADDRESS *(Include Zip Code)*
NASA/Goddard Space Flight Center
Code 240
Greenbelt, MD 20771

e. SIGNATURE
Pamela A. Starling

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. ADMINSTRATIVE CONTRACTING OFFICER
X f. OTHERS AS NECESSARY NASA HQ and GSFC PAO, Code 130

PERSONAL IDENTITY VERIFICATION (PIV) CARD ISSUANCE PROCEDURES

PIV Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel. FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

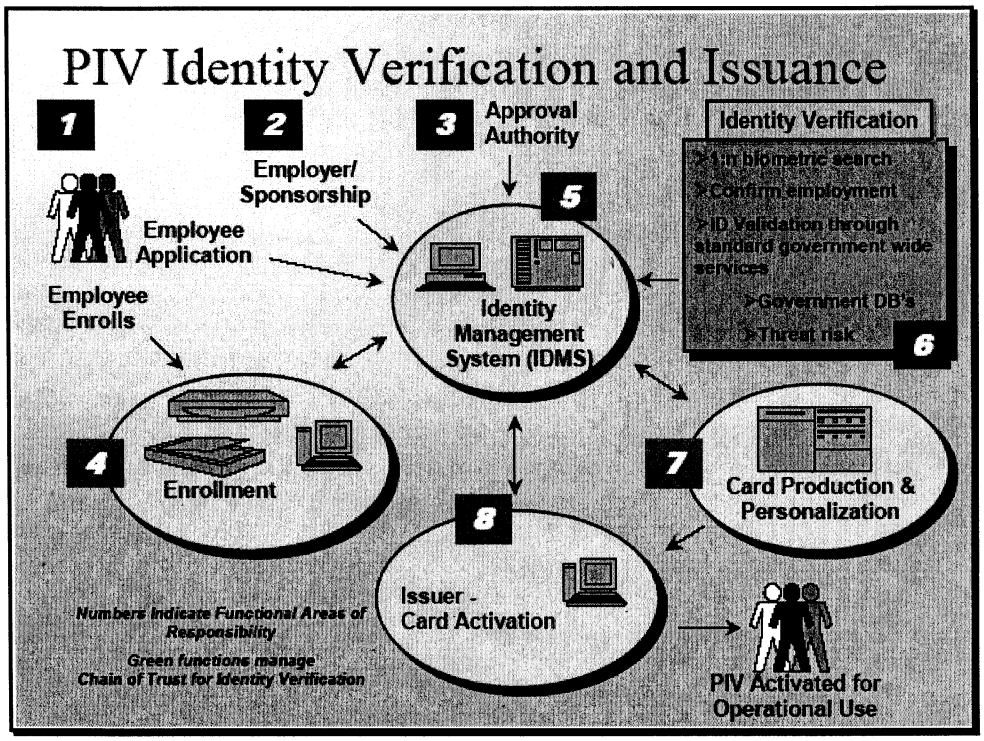

Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:
The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFNMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background

investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:
Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal[1] or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:
Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4:
Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will a National Crime Information Center (NCIC) with an Interstate Identification Index check is/has been performed. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement

[1] A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

(BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:
Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:
Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:
The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.

2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.

3. Upon return of the completed NAC, the process will continue from Step 5.

****

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

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 8
Date Of Revision: 05/26/2009

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.05
01012 - Accounting Clerk II		15.78
01013 - Accounting Clerk III		20.27
01020 - Administrative Assistant		28.55
01040 - Court Reporter		19.95
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		16.94
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		13.92
01112 - General Clerk II		15.32
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		12.38
01191 - Order Clerk I		14.85
01192 - Order Clerk II		16.29
01261 - Personnel Assistant (Employment) I		17.31
01262 - Personnel Assistant (Employment) II		19.36
01263 - Personnel Assistant (Employment) III		21.66
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.12
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.70
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.10
01410 - Supply Technician		28.55
01420 - Survey Worker		19.46
01531 - Travel Clerk I		12.92
01532 - Travel Clerk II		13.89
01533 - Travel Clerk III		14.92
01611 - Word Processor I		14.21
01612 - Word Processor II		16.65
01613 - Word Processor III		19.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.26
05010 - Automotive Electrician		23.51
05040 - Automotive Glass Installer		22.15

05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.48
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.82
07130 - Food Service Worker	10.66
07210 - Meat Cutter	17.04
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.50
11060 - Elevator Operator	10.50
11090 - Gardener	16.22
11122 - Housekeeping Aide	11.25
11150 - Janitor	11.25
11210 - Laborer, Grounds Maintenance	12.47
11240 - Maid or Houseman	11.03
11260 - Pruner	11.37
11270 - Tractor Operator	14.66
11330 - Trail Maintenance Worker	12.47
11360 - Window Cleaner	11.68
12000 - Health Occupations	
12010 - Ambulance Driver	19.46
12011 - Breath Alcohol Technician	18.55
12012 - Certified Occupational Therapist Assistant	21.01
12015 - Certified Physical Therapist Assistant	21.01
12020 - Dental Assistant	16.97
12025 - Dental Hygienist	40.68
12030 - EKG Technician	25.95
12035 - Electroneurodiagnostic Technologist	25.95
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	18.82
12072 - Licensed Practical Nurse II	21.09
12073 - Licensed Practical Nurse III	23.47
12100 - Medical Assistant	14.89
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	16.06
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	34.18
12221 - Nursing Assistant I	10.47
12222 - Nursing Assistant II	11.77
12223 - Nursing Assistant III	13.02
12224 - Nursing Assistant IV	14.62
12235 - Optical Dispenser	20.17

12236 - Optical Technician		14.41
12250 - Pharmacy Technician		16.47
12280 - Phlebotomist		14.62
12305 - Radiologic Technologist		28.28
12311 - Registered Nurse I		26.73
12312 - Registered Nurse II		32.41
12313 - Registered Nurse II, Specialist		32.41
12314 - Registered Nurse III		38.98
12315 - Registered Nurse III, Anesthetist		38.98
12316 - Registered Nurse IV		46.73
12317 - Scheduler (Drug and Alcohol Testing)		19.75
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		19.86
13012 - Exhibits Specialist II		24.61
13013 - Exhibits Specialist III		30.09
13041 - Illustrator I		20.48
13042 - Illustrator II		25.38
13043 - Illustrator III		31.03
13047 - Librarian		30.80
13050 - Library Aide/Clerk		14.21
13054 - Library Information Technology Systems Administrator		27.82
13058 - Library Technician		19.89
13061 - Media Specialist I		18.73
13062 - Media Specialist II		20.95
13063 - Media Specialist III		23.36
13071 - Photographer I		16.14
13072 - Photographer II		18.90
13073 - Photographer III		23.67
13074 - Photographer IV		28.65
13075 - Photographer V		30.69
13110 - Video Teleconference Technician		19.35
14000 - Information Technology Occupations		
14041 - Computer Operator I		18.54
14042 - Computer Operator II		20.74
14043 - Computer Operator III		23.12
14044 - Computer Operator IV		25.69
14045 - Computer Operator V		28.45
14071 - Computer Programmer I	(see 1)	25.43
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.54
14160 - Personal Computer Support Technician		25.69
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.71
15020 - Aircrew Training Devices Instructor (Rated)		43.84
15030 - Air Crew Training Devices Instructor (Pilot)		52.55
15050 - Computer Based Training Specialist / Instructor		34.39
15060 - Educational Technologist		32.75
15070 - Flight Instructor (Pilot)		52.55
15080 - Graphic Artist		26.80
15090 - Technical Instructor		25.08
15095 - Technical Instructor/Course Developer		30.67
15110 - Test Proctor		20.20
15120 - Tutor		20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.44
16030 - Counter Attendant		9.44
16040 - Dry Cleaner		12.21

16070 - Finisher, Flatwork, Machine	9.44
16090 - Presser, Hand	9.44
16110 - Presser, Machine, Drycleaning	9.44
16130 - Presser, Machine, Shirts	9.44
16160 - Presser, Machine, Wearing Apparel, Laundry	9.44
16190 - Sewing Machine Operator	13.07
16220 - Tailor	13.90
16250 - Washer, Machine	10.41
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.22
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.90
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	12.92
21071 - Order Filler	13.87
21080 - Production Line Worker (Food Processing)	17.90
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	11.44
21150 - Stock Clerk	16.46
21210 - Tools And Parts Attendant	17.90
21410 - Warehouse Specialist	17.90
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	21.62
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	25.61
23130 - Carpenter, Maintenance	20.99
23140 - Carpet Layer	19.33
23160 - Electrician, Maintenance	27.43
23181 - Electronics Technician Maintenance I	23.70
23182 - Electronics Technician Maintenance II	25.15
23183 - Electronics Technician Maintenance III	26.50
23260 - Fabric Worker	19.01
23290 - Fire Alarm System Mechanic	22.78
23310 - Fire Extinguisher Repairer	17.52
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	17.52
23392 - Gunsmith II	20.38
23393 - Gunsmith III	22.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.94
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.37
23430 - Heavy Equipment Mechanic	22.78
23440 - Heavy Equipment Operator	22.78
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.62
23470 - Laborer	14.27

23510 - Locksmith	21.11
23530 - Machinery Maintenance Mechanic	22.99
23550 - Machinist, Maintenance	21.78
23580 - Maintenance Trades Helper	16.61
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.62
23790 - Pipefitter, Maintenance	23.19
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	22.78
23850 - Rigger	22.78
23870 - Scale Mechanic	20.38
23890 - Sheet-Metal Worker, Maintenance	22.78
23910 - Small Engine Mechanic	20.38
23931 - Telecommunications Mechanic I	27.74
23932 - Telecommunications Mechanic II	29.24
23950 - Telephone Lineman	26.38
23960 - Welder, Combination, Maintenance	22.78
23965 - Well Driller	22.78
23970 - Woodcraft Worker	22.78
23980 - Woodworker	17.52
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.52
24620 - Family Readiness And Support Services Coordinator	15.68
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.10
25040 - Sewage Plant Operator	20.73
25070 - Stationary Engineer	27.10
25190 - Ventilation Equipment Tender	19.08
25210 - Water Treatment Plant Operator	20.73
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.66
27008 - Corrections Officer	22.25
27010 - Court Security Officer	23.33
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.25
27070 - Firefighter	22.39
27101 - Guard I	12.66
27102 - Guard II	20.57
27131 - Police Officer I	26.14
27132 - Police Officer II	28.99
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equpment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13

29030 - Line Handler		23.13
29041 - Stevedore I		21.31
29042 - Stevedore II		24.24
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	38.00
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	26.21
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	28.86
30021 - Archeological Technician I		18.93
30022 - Archeological Technician II		21.11
30023 - Archeological Technician III		27.56
30030 - Cartographic Technician		27.56
30040 - Civil Engineering Technician		24.01
30061 - Drafter/CAD Operator I		19.89
30062 - Drafter/CAD Operator II		22.25
30063 - Drafter/CAD Operator III		24.80
30064 - Drafter/CAD Operator IV		30.52
30081 - Engineering Technician I		21.63
30082 - Engineering Technician II		24.29
30083 - Engineering Technician III		27.17
30084 - Engineering Technician IV		33.66
30085 - Engineering Technician V		41.16
30086 - Engineering Technician VI		49.81
30090 - Environmental Technician		24.92
30210 - Laboratory Technician		23.38
30240 - Mathematical Technician		28.94
30361 - Paralegal/Legal Assistant I		21.36
30362 - Paralegal/Legal Assistant II		26.47
30363 - Paralegal/Legal Assistant III		32.36
30364 - Paralegal/Legal Assistant IV		39.16
30390 - Photo-Optics Technician		27.56
30461 - Technical Writer I		21.84
30462 - Technical Writer II		26.70
30463 - Technical Writer III		32.31
30491 - Unexploded Ordnance (UXO) Technician I		24.15
30492 - Unexploded Ordnance (UXO) Technician II		29.22
30493 - Unexploded Ordnance (UXO) Technician III		35.03
30494 - Unexploded (UXO) Safety Escort		24.15
30495 - Unexploded (UXO) Sweep Personnel		24.15
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	24.80
30621 - Weather Observer, Senior	(see 2)	27.56
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		13.02
31030 - Bus Driver		18.95
31043 - Driver Courier		12.71
31260 - Parking and Lot Attendant		10.07
31290 - Shuttle Bus Driver		14.69
31310 - Taxi Driver		13.98
31361 - Truckdriver, Light		14.69
31362 - Truckdriver, Medium		17.18
31363 - Truckdriver, Heavy		18.42
31364 - Truckdriver, Tractor-Trailer		18.42
99000 - Miscellaneous Occupations		
99030 - Cashier		10.03
99050 - Desk Clerk		11.58
99095 - Embalmer		23.05
99251 - Laboratory Animal Caretaker I		11.30
99252 - Laboratory Animal Caretaker II		12.35
99310 - Mortician		31.73
99410 - Pest Controller		16.01
99510 - Photofinishing Worker		12.75
99710 - Recycling Laborer		16.82
99711 - Recycling Specialist		20.65

99730 - Refuse Collector	14.91
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.35 per hour or $134.00 per week or $580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 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 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND 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).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.
Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** 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 all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 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.

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

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 conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide

classifications listed in the wage determination.

Contract Number NNG10FE01B
Attachment H
"Installation Accountable Government Property"

Forensic Laboratory HW/SW

Item Description	Qty	Manufacturer	Model	Installed Software
Imaging Workstation Server	2	Dell	2800 Server	Linux OS; Open Source
Write-blockers	10	Wiebetech, Driveblocks or Tableau	Tableau T35e	
Analysis Server	1	Dell Server	2950 Server	Linux OS; Open Source
Analysis Server	1	Dell Server	2950 Server	Windows 2003 Server; Encase (2); FTK
Firewall Server	1	Dell Server	2600 Server	Linux OS; Open Source
Incident report archive system	1	Dell Server	2900 Server	Windows 2003 Server
Hard Copy printer	1	HP	LaserJet	
SCSI Tape Drives for archinving disk images	4		LT02	
Desktop computers for malware testing	2	Dell	Optiplex 170L	Windows Server
Desktop computers for forensic staff	3	Dell	Optiplex GX260	Windows XP
Ten Tera-byte storage array	1	Dell Server	2950 Server	Linux OS; Open Source
File Server	1	Dell	PE-2650	Big Brother Client, AntiVirus, Tivoli Client Per Processor, Windows 2003 Server Standard, Patchlink Client
Oracle Test Server	1	Sun	Enterprise 250	Tivoli Client Per Processor, Oracles Costs, Patchlink Client, Solaris OD, Big Brother Client
Oracle Data Guard Test Server	1	Sun	SunFire V100	Tivoli Client Per Processor, Oracles Costs, Patchlink Client, Solaris OD, Big Brother Client
Mail Server	1	Gateway	P-3	Solaris OS, Big Brother Client, Patchlink Client
SSQL Development Server	1	Dell	PE-2650	Patchlink Client, Tivoli Client Per Processor, Windows 2003 Server Standard, Big Brother Client, SQL Server 2000, Antivirus
MSSQL Test	1	Dell	PE-2650	Antivirus, Spotlight for SQL, Big Brother Client, Tivoli Client Per Processor, Windows 2003 Server Standard, Patchlink Client

N/A	1	Sun	Enterprise 450	Apache Web Server, ColdFusion, Solaris OS, Patchlink Client, Tivoli Client Per Processor, Big Brother Client
Server	1	Dell	PE-2650	Patchlink Client, Tivoli Client Per Processor, Windows 2003 Server Standard, Big Brother Client, SQL Server 2000, Antivirus, Spotlight for SQL
N/A	1	HP	BL 20P	Windows 2003 Server Standard, Tivoli Client Per Processor, Big Brother Client, ColdFusion 7.1, MSDE, Sharepoint Team Services, SQL Server 2000, Apache Web Server, Patchlink Client
Server	1	Dell	PE-2650	Windows 2003 Server Standard, Antivirus, Big Brother Client, Patchlink Client, IIS (Internet Information Server) v6, Tivoli Client Per Processor
Server	1	Dell	PE-2650	Windows 2003 Server Standard, Antivirus, Big Brother Client, Patchlink Client, Tivoli Client Per Processor IIS (Internet Information Server) v6
Server	1	Dell	PE-2650	MSDE, Tivoli Client Per Processor, IIS (Internet Information Server) v6, Patchlink Client, Microsoft Load Balancer, ColdFusion v6.1, Antivirus, Windows 2003 Server Standard, Big Brother Client
Server	1	Dell	PE-2650	Tivoli Client Per Processor, Microsoft Load Balancer, Patchlink Client, Big Brother Client, MSDE, IIS (Internet Information Server) v6, Windows 2003 Server Standard, Antivirus, ColdFusion v6.1

Server	1	Dell	PE-2650	Tivoli Client Per Processor, Patchlink Client, ColdFusion v6.1, Antivirus, Windows 2003 Server Standard, IIS (Internet Information Server) v6, Big Brother Client
Server	1	Sun	SunFire V240	Big Brother Client, Tivoli Client Per Processor, Patchlink Client, Data Guard, Oracle Costs, Solaris OS
Server	1	Sun	SunFire V240	Patchlink Client, Tivoli Client Per Processor, Oracle Costs, Data Guard, Big Brother Client, Solaris OS
Server	1	Sun	SunFire V240	Big Brother Client, Oracle Costs, Patchlink Client, Tivoli Client Per Processor, Solaris OS v9
Server	1	Sun	Enterprise 250	Big Brother Client, Solaris OS v8, Patchlink Client, Tivoli Client Per Processor
Server	1	Sun	Ultra 10	Big Brother Client, Patchlink Client, Apache Web Server v1.3.x, Solaris OS v9, Sendmail
Server	1	McAfee	E500	Big Brother Client, CentOS, Sendmail, Patchlink Client
Server	1	Compaq	Deskpro EN	Patchlink Client, DoveCot IMAP/POP Server, MySQL, Fedora, Sendmail, Nessus, Big Brother Client
Server	1	McAfee	E500	Big Brother Client, Patchlink Client
Server	1	Dell	PE-2600	Big Brother Client
Server	1	Dell	PE-2600	Big Brother Client
Server	1	Dell	PE-1650	Big Brother Client, Windows 2003 Server Standard, ColdFusion v6.1, Antivirus
Server	1	Sun	SunFire V100	Big Brother Client, Solaris OS v9, Tivoli Client Per Processor, Patchlink Client
Server	1	HP	DL380 G4	Big Brother Client, Tivoli Client Per Processor, Patchlink Client, Oracle Costs, Enterprise OS

Server	1 HP	DL380 G4	Tivoli Client Per Processor, Patchlink Client, Enterprise OS, Oracle Costs, Big Brother Client, Data Guard
Server	1 HP	DL380 G4	Enterprise OS, Patchlink Client, Tivoli Client Per Processor, Data Guard, Oracle Costs, Big Brother Client
Server	1 Compaq	Deskpro EN	Big Brother Client, CentOS v3.8, Patchlink Client
Server	1 Sun	Ultra 5	Big Brother Client, SendMail, Big Brother Server Software v1.9x, Patchlink Client, CentOS v5
Server	1 Sun	Ultra 5	Apache Web Server v1.3x, Solaris OS v8, Patchlink Client, Big Brother Client
Server	1 HP	DL380 G4	Backup Exec Server, Antivirus v8.0.i SP 13, Domain Name Service v.AD integrated, Patchlink v6.2, Active Directory Services 2003 Mixed Mode, AppManager Client, Big Brother Client, Windows 2003 Server Enterprise Edition vR2
Server	1 HP	DL380	Patchlink Client v6.2, Backup Exec Client, Windows 2003 Server Enterprise Edition vR2, AppManager Client, Antivirus v8.0.i SP13, Active Directory Services 2003 Mixed Mode, Big Brother Client
Server	1 HP	DL380	Domain Name Service v.AD integrated, Windows 2000 Advanced v.SP4, Patchlink Client v6.2, Big Brother Client, Antivirus v8.0.i SP13, AppManager, Active Directory Services v2000 Mixed Mode
Server	1 HP	DL380	AppManager, Big Brother Client, Windows 2000 Advanced v.SP4, Backup Exec Client, Patchlink Client 6.2, Active Directory Services v. 2000 Mixed Mode, Antivirus v8.0.i SP13

Server	1 HP	DL380	AppManager Server, Big Brother Client, Windows 2003 Server Enterprise Edition vR1, Patchlink Client v6.2, Backup Exec Server, Backup Exec Client, XRAID Admin, AppManager Client, Antivirus v8.0.i SP13
Server	1 HP	DL380	Exchange Server v2003, Windows 2003 Server Enterprise Edition vR1, ScanMail Antivirus v8.0.i SP13, Big Brother Client, AppManager Client, Backup Exec Server, Patchlink Client v6.2
Server	1 HP	DL380 G5	AppManager Client v6.5, IIS (Internet Information Server) v6, Windows 2003 Server Enterprise Edition vR2 SP13, Exchange Server v2003 SP2, ScanMail, Tivoli Client Per Processor, Security Manager
Server	1 HP	DL380 G5	Exchange Server v2003, Security Manager, IIS (Internet Information Server V6, AppManager Client v6.5, Windows 2003 Server Enterprise Edition vR2 SP2, Tivoli Client Per Processor, ScanMail
Server	1 HP	DL360	Windows 2003 Server Enterprise Edition vR1, Patchlink Client 6.2, Active Directory Services v. 2003 Mixed Mode, Backup Exec Client, Domain Name Services v.Active Directory integrated, AppManager Client, Big Brother Client, Antivirus v8.0.i SP13
Server	1 HP	Deskpro	Patchlink Client v6.2, Active Directory Services v2003 Mixed Mode, Domain Name Service v.Active Directory Integrated, Big Brother Client, Antivirus v8.0.i SP13, Backup Exec Server, AppManager Client, Windows 2003 Server Enterprise Edition vR1

Server	1 HP	DL380	IIS (Internet Information Server) v6, Antivirus v8.0.i SP13, Backup Exec Client, Patchlink Client v6.2, Big Brother Client, Windows 2003 Server Enterprise Edition vR1, AppManager Client
Server	1 HP	ML530	Big Brother Client, Antivirus v8.0.1 SP13, Windows 2003 Enterprise Edition vR1, ScanRouter, Patchlink Client v6.2
Server	1 HP	ML350	Big Brother Client, AppManager Client, Windows 2003 Server Enterprise Edition vR1, Meeting Maker v8.53, Antivirus v8.0.i SP13, Backup Exec Server, Patchlink Client v6.2
Server	1 HP	ML350	Antivirus v8.0.i SP13, AppManager, Big Brother Client, Windows 2003 Server Enterprise Edition vR1, Backup Exec Client, Meeting Maker v8.53, Patchlink Client
Server	1 Dell	PE-2650	Patchlink Client v6.2, Backup Exec Server, Patchlink Server, Antivirus v8.0.i SP13, AppManager Client, Windows 2003 Server Enterprise Edition vR1, IIS (Internet Information Server) v6, Big Brother Client
Server	1 Dell	PE-2650	Big Brother Client, Backup Exev Client, Windows 2003 Server Enterprise Edition vR1, IIS (Internet Information Server) v6, Patchlink Client v6.2, Antivirus v8.0.i SP13, AppManager Client
Server	1 Dell	PE-2650	Antivirus v8.0.i SP13, Windows 2003 Server Enterprise Edition vR1, IIS (Internet Information Server) v6, Patchlink Client v6.2, Backup Exec Server, Big Brother Client, AppManager Client, Platchlink Server

Server	1	Dell	PE-2650	AppManager, Platchlink Server, Windows 2003 Server Enterprise Edition vR1, Big Brother Client, Backup Exec Server, Antivirus v8.0.1 SP13, Patchlink Client v6.2, IIS (Internet Information Server) v6
Server	1	McAfee	E500	CentOS v4.44, Sendmail v8.13, Patchlink Client, Jay's Check Mail, Big Brother Client
Server	1	McAfee	E500	CentOS v4.5 or 5, Sendmail, Patchlink Client, Jay's Check Mail, Big Brother Client
Server	1	McAfee	E500	CentOS v4.44, Sendmail, Patchlink Client, Jay's Check Mail, Big Brother Client
Server	1	HP	ML530	Big Brother Client
Server	1	Aberdeen	X524	Tivoli Client Per Processor, Big Brother Client, Windows 2003 Server Standard, Tivoli Server Software, Patchlink Client, Antivirus
Server	1	Aberdeen	X524	Tivoli Client Per Processor, Big Brother Client, Windows 2003 Server Standard, Tivoli Server Software, Patchlink Client, Antivirus
Server	1	HP	HP9000 L1000	Oracle Costs, HP-UX, Big Brother Client, Patchlink Client, Tivoli Client Per Processor
Server	1	Dell	PowerEdge 2650	Big Brother Client, Patchlink Client
Server	1	Compaq	Proliant	SendMail, CentOS v4.4, Big Brother Client, PHP, Tivoli Client Per Processor v4 or 5, Patchlink Client, Apache Web Server v1.6.x
Server	1	Sun	Ultra 2	Patchlink Client, Big Brother Client, Tivoli Client Per Processor, Solaris OS v8

Server	1 HP	BL 20P	Enterprise OS, Big Brother Client, Apache Web Server, Patchlink Client, Tivoli Client Per Processor, ColdFusion v7.1
Server	1 HP	BL 20P	Enterprise OS, Big Brother Client, Apache Web Server, Patchlink Client, Tivoli Client Per Processor, ColdFusion v7.1
Server	1 Dell	PE-2650	Patchlink Client, IIS (Internet Information Server) v6, Big Brother Client, MSDE, Antivirus, ColdFusion v6.1, Windows 2003 Server Standard, Tivoli Client Per Processor
Server	1 HP	BL 20P	Big Brother Client, Apache Web Server, MySQL, PHP, Patchlink Client, Tivoli Client Per Processor, Enterprise OS
Server	1 HP	BL 20P	PHP, MySQL, Big Brother Client, Enterprise OS, Apache Web Server, Patchlink Client, Tivoli Client Per Processor
Server	1 Compaq	Proliant ML370	Patchlink Client, MajorDomo v1.94.5, Apache Web Server v1.3.x, Sendmail, Big Brother Client, CentOS v4.44
Server	1 Sun	Enterprise 250	Solaris OS v8, Big Brother Client, Patchlink Client, Apache Web Server, Tivoli Client Per Processor
Server	1 HP	BL 20P	Patchlink Client, Oracle Costs, Tivoli Client Per Processor, Enterprise OS, Big Brother Client
Server	1 HP	BL 20P	Patchlink Client, Oracle Costs, Tivoli Client Per Processor, Enterprise OS, Big Brother Client
Server	1 HP	BL 20P	Patchlink Client, Oracle Costs, Tivoli Client Per Processor, Enterprise OS, Big Brother Client

Server	1	HP	BL 20P	Patchlink Client, Oracle Costs, Tivoli Client Per Processor, Enterprise OS, Big Brother Client
Server	1	Dell	PowerEdge 2650	Patchlink Client, Big Brother Client, Sendmail, CentOS
Server	1	Dell	PowerEdge 2650	Big Brother Client, SendMail, Patchlink Client, CentOS v4.44
Server	1	Dell	PowerEdge 2650	Patchlink Client, Tivoli Client Per Processor, Sendmail, CentOS v4.44, Big Brother Client
Server	1	Sun	E450	Patchlink Client, Solaris OS v2.6, Mailhub 2000 v2000, Big Brother Client
Server	1	Sun	SunFire V100	Apache Web Server, Big Brother Client, Patchlink Client, Solaris OS v8, Tivoli Client Per Processor
Server	1	Dell	PE-2650	Antivirus, Windows 2003 Server Standard, ColdFusion v6.1, Big Brother Client, Patchlink Client, IIS (Internet Information Server) v6, Tivoli Client Per Processor, MSDE
Server	1	Ironport	C30	Brightmail/Sophos AV& Antispam, Patchlink Client, Big Brother Client, AsyncOS v5.1
Server	1	Ironport	C30	Brightmail/Sophos AV& Antispam, Patchlink Client, Big Brother Client, AsyncOS v5.1
Server	1	Ironport	C30	Brightmail/Sophos AV& Antispam, Patchlink Client, Big Brother Client, AsyncOS v5.1
Server	1	Gateway	E4100	CentOS v4, Sendmail, Brightmail Quarantine Software, Patchlink Client, Big Brother Client
Server	1	Dell	PE-2650	Patchlink Client, IIS (Internet Information Server) v6, Big Brother Client, MSDE, Antivirus, ColdFusion v6.1, Windows 2003 Server Standard, Tivoli Client Per Processor

Server	1	Compaq	Deskpro EN	Sendmail, CentOS v4.x, Amanda Backup Utility, Patchlink Client, Big Brother Client
Server	1	Sun	Ultra 5	Sybase Database, Solaris OS v12.x, Big Brother Client, Patchlink Client
Server	1	Dell	PE-2650	Windows 2003 Server Standard, Patchlink Client, Antivirus, MSDS Pro, Big Brother Client, Tivoli Client Per Processor
Server	1	IBM		CICS Customer Information Control System, TSO Terminal Service Option, SAR System Archive and Retrival, SARJ System Archive and Retrieval "J" Privacy Act, Control M, FDR Data Restoration, NDC G&A Charges, JES Job Entery Subsystem, Archiving (ADOSS), Mainframe Software Bundle, RACF Access Control Facility, Natural, ADABASE, ZOS, RAMIS
Server	1	Dell	PE-6450	Windows 2000 Server, ColdFusion v5, Big Brother Client, Patchlink Client, Antivirus, IIS (Internet Information Server) v5, Tivoli Client Per Processor
Server	1	HP	DL380 G4	Big Brother Client, WinSCP, Tivoli Client Per Processor, Antivirus, Sybase Database, Windows 2003 Server Standard
Server	1	HP	DL380 G4	Big Brother Client, WinSCP, Tivoli Client Per Processor, Antivirus, Sybase Database, Windows 2003 Server Standard
Server	1	HP	DL380 G4	Big Brother Client, WinSCP, Tivoli Client Per Processor, Antivirus, Sybase Database, Windows 2003 Server Standard

Server	1	Sun	Ultra Enterprise 1	Patchlink Client, Big Brother Client, CentOS v4.5, Bind v9.4 SP1, Tivoli Client Per Processor
Server	1	Sun	Ultra 5	Patchlink Client, Bind v9.4 SP1, Big Brother Client, Cent OS v4.5
Server	1	Sun	Ultra 5	Bind v9.4 SP1, Solaris OS v8, Patchlink Client, Big Brother Client
Server	1	Sun	Ultra 5	Big Brother Client, Tivoli Client Per Processor, Patchlink Client, Solaris OS v8
Server	1	Dell	PE-1550	Tivoli Client Per Processor, Tomcat Java Servlet Processor, Patchlink Client, Apache Web Server, Windows 2003 Server Standard, Antivirus, Big Brother Client
Server	1	Sun	Ultra 1	Big Brother Client, Solaris OS v8, Tivoli Client Per Processor, Patchlink Client
Server	1	Sun	E250	Solaris OS v7, Apache Web Server, Jay's Check Mail, Big Brother Client, Patchlink Client, SendMail
Server	1	Sun	E250	Solaris OS v7, Apache Web Server, Jay's Check Mail, Big Brother Client, Patchlink Client, SendMail
Server	1	Sun	E250	Solaris OS v7, Apache Web Server, Jay's Check Mail, Big Brother Client, Patchlink Client, SendMail
Server	1	Sun	E250	Solaris OS v7, Apache Web Server, Jay's Check Mail, Big Brother Client, Patchlink Client, SendMail
Server	1	Dell	PE-2850	Patchlink Client, Tivoli Client Per Processor, Windows 2003 Server Standard, PVCS, Big Brother Client, Antivirus
Server	1	Sun	SunFire V120	Patchlink Client, Solaris OS v9, Remedy HelpDesk, Big Brother Client, Sybase Database

Server	1	Sun	Ultra 10	Big Brother Client, Sybase Database v12.x, Remedy Helpdesk, Patchlink Client, Solaris OS v9
Server	1	Sun	SunFire V100	Patchlink Client, Apache Web Server, Tivoli Client Per Processor, Big Brother Client, Solaris OS v8
Server	1	Sun	SunFire V100	Tivoli Client Per Processor, Patchlink Client, Solaris OS v9, Oracle Costs, Big Brother Client
Server	1	Dell	PE-1650	Tivoli Client Per Processor, IIS (Internet Information Server) v6, Patchlink Client, Big Brother Client, Windows 2003 Server Standard, Antivirus
Server	1	Compaq	Deskpro	Patchlink Client, CentOS v4.3, Apache Web Server v1.3x, Network News Transfer Protocol Service v2.4, Big Brother Client, Sendmail
Server	1	Sun	Enterprise 250	Solaris OS v8, Apache Web Server, Tivoli Client Per Processor, Patchlink Client, Big Brother Client
Server	1	Dell	PE-2650	Big Brother Client, Tivoli Client Per Processor, Patchlink Client, Antivirus, Windows 2003 Server Standard
Server	1	Sun	Ultra 5	Big Brother Client, CentOS v4.x, NTP Network Time Protocol, Patchlink Client, SendMail
Server	1	Compaq	Deskpro	NTP Network Time Protocol, Patchlink Client, Big Brother Client, CentOS v4.x, Sendmail
Server	1	HP	BL 20P	Big Brother Client
Server	1	Compaq	Proliant ML370	Tivoli Client Per Processor, Big Brother Client, Patchlink Client, PHP, Sendmail, CentOS v4, Apache Web Server
Server	1	Dell	PowerEdge 2650	Apache Web Server v1.3.x, Sendmail, PHP, Big Brother Client, CentOS v4.x, Patchlink Client

Server	1 Compaq	Proliant ML370	Apache Web Server v1.3.x, Sendmail, CentOS v4, HORDE v2, Big Brother Client, Patchlink Client
Server	1 HP	BL 20P	Patchlink Client, Big Brother Client, ColdFusion v7.1, Tivoli Client Per Processor, Windows 2003 Server Standard, MSDE
Server	1 HP	BL 20P	Big Brother Client, Windows 2003 Server Standard, Patchlink Client, ColdFusion v7.1, MSDE, Tivoli Client Per Processor
Server	1 HP	BL 20P	Big Brother Client, Windows 2003 Server Standard, Patchlink Client, ColdFusion v7.1, MSDE, Tivoli Client Per Processor
Server	1 HP	BL 20P	Big Brother Client, Windows 2003 Server Standard, Patchlink Client, ColdFusion v7.1, MSDE, Tivoli Client Per Processor
Server	1 HP	BL 20P	Big Brother Client, Windows 2003 Server Standard, Patchlink Client, ColdFusion v7.1, MSDE, Tivoli Client Per Processor
Server	1 HP	BL 20P	Big Brother Client, Windows 2003 Server Standard, Patchlink Client, ColdFusion v7.1, MSDE, Tivoli Client Per Processor
Server	1 HP	BL 20P	Big Brother Client, Windows 2003 Server Standard, Patchlink Client, ColdFusion v7.1, MSDE, Tivoli Client Per Processor
Server	1 HP	BL 20P	Big Brother Client, Windows 2003 Server Standard, Patchlink Client, ColdFusion v7.1, MSDE, Tivoli Client Per Processor

Server	1 HP	BL 20P	Big Brother Client, Windows 2003 Server Standard, Patchlink Client, ColdFusion v7.1, MSDE, Tivoli Client Per Processor
Server	1 HP	BL 20P	Big Brother Client, Windows 2003 Server Standard, Patchlink Client, ColdFusion v7.1, MSDE, Tivoli Client Per Processor
Server	1 HP	Deskpro	Big Brother Client, Patchlink Client, WINS - Windows Internet Naming Service, Antivirus v8.0.i, Windows 2000 Advanced
Server	1 HP	Deskpro	Big Brother Client, Patchlink Client v6.2, Antivirus v8.0.i SP13, Windows 2000 Advanced, WINS - Windows Internet Naming Service
Server	1 HP	BL 20P	Patchlink Client, Tivoli Client Per Processor, SQL Server 2000, Spotlight for SQL, Big Brother Client, Windows 2003 Server Standard
Server	1 HP	BL 20P	Big Brother Client, Patchlink Client, Tivoli Client Per Processor, SQL Server 2000, Spotlight for SQL, Windows 2003 Server Standard
Server	1 HP	BL 20P	Big Brother Client, Patchlink Client, Tivoli Client Per Processor, SQL Server 2000, Spotlight for SQL, Windows 2003 Server Standard
Server	1 HP	BL 20P	Big Brother Client, Patchlink Client, Tivoli Client Per Processor, SQL Server 2000, Spotlight for SQL, Windows 2003 Server Standard

CONTRACT # NNG10FE01B

GODDARD UNIFIED ENTERPRISE SERVICES AND TECHNOLOGY

ATTACHMENT I

[RESERVED FOR INFORMATION TECHNOLOGY SECURITY PLAN AND ASSESSMENT PLANS]

Due 30 days after contract effective date

ASRC PRIMUS

Quality Assurance Plan (QAP)
NASA Goddard Unified Enterprise Services and Technology (GUEST)

October 2008

Concurrence:
SIGNATURE
PRINTED NAME HERE
TITLE
COMPANY
DIVISION

Approval:
SIGNATURE
PRINTED NAME HERE
TITLE
COMPANY
DIVISION

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1.0 OVERVIEW

1.1 Purpose

This Arctic Slope Regional Corporation (ASRC) Primus Quality Assurance Plan (QAP) describes the processes we use to ensure that the GUEST products and services we provide meet or exceed the performance requirements of the contract, PWS, individual IDIQ Task Orders and the Quality Surveillance Plan and satisfy customer needs. The plan also describes the processes used to monitor our team performance in meeting these requirements, both prime contract and subcontract team members. We hold our subcontract team members to the same high standards and measure their performance using the same metrics we use for our prime contract team members.

1.2 Introduction

The Primus Team understands that GUEST mission success relies largely upon efficient delivery of quality products and services. In the sections below, we will describe our thorough, tested and proven approach to controlling and ensuring quality, which complies with ISO 9001 guidelines. We will document our methodology for continually monitoring, identifying, tracking, and correcting deficiencies to ensure compliance with contract terms and conditions. We will share our plans for accomplishing ISO/IEC 20000 Information Technology – Service Management Part 1 and Part 2 certification as well as Capability Maturity Model® Integration (CMMI)-SE/SW Capability Level 2 and Level 3 and ensure reachback to a pool of Information Technology Infrastructure Library (ITIL) certified specialists. We will describe our methods for measuring performance and provide a comprehensive list of objective and subjective metrics measuring quality, quantity and timeliness of services provided in the Appendix of this document. We will map quality activities to the Task Order lifecycle phases in order to demonstrate the role of the proposed quality management approach in design and development, and deployment of IT services. Finally, we will describe our approach to documentation, Lessons Learned and Trending Analysis and explain how they will be applied to reduce the overall Program Risk.

1.3 Approach

The primary goals of a quality program are to ensure that our customers get the best value for their budget, to reduce overall performance risk, and to assure compliance with applicable NASA Policy Directives and Procedural Requirements. Our approach to Quality for GUEST is based on our ISO 9001 compliant ASRC Federal (our parent company) Quality Management System (QMS). We received ISO 9000 Certification on 6/10/2004 and was recertified on 6/10/2007 for the University Affiliated Spacecraft Technology Development Contract (USTDC) Program at Kennedy Space Center (KSC). Our QAP procedures were the catalyst for subsequent ISO 9000 Certification in less than six months on the Glenn Engineering and Scientific Services (GESS) program at Glenn Research Center 1/17/2007. We also received ISO 9000 certification on 11/3/2007 for our operations support at Goddard. If appropriate, we will pursue ISO 9000 certification for the GUEST program, likely achievable within six months.

Table 1.3-1 summarizes main features of our approach to quality management and the benefits to NASA.

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Table 1.3-1 Features and Benefits of our Approach to Quality Management

Feature of our Quality Approach	Benefit to NASA
Utilization of existing ASRC ISO 9001 compliant QMS	• Mature, proven approach based on Industry Standards – ensures highest level of quality. • Quick path to ISO certification within 6 months.
Our state of the art Call Center facility already ISO 20000 certified, following ITIL processes and CMMI Level 5 certified.	• Leverage established ITIL conformant and ISO certified processes utilizing industry best practices day 1 of the GUEST contract. • Reachback to knowledgeable and experienced professionals allows to reach overall GUEST certification status faster and eliminates any risks in achieving certification status.
Quality process anchored in Continuous Monitoring	• Focus on prevention ahead of detection. • Committed to continuous improvements of IT Services.
ATOMS – our proven Task Order Management System	• Allows near real-time visibility into the work processes and resulting products and services.
Monitoring and reporting quality based on a meaningful and measurable set of metrics pre-defined in our QAP	• Ensuring that quality is not an "after-thought" • Set of objective measures to evaluate deliverables against business requirements, design and standards; status of activities and results of quality.
Trending Analysis - statistically measures progress over time	• Proactively identifies processes that are in need of improvement. • Provides an accurate measure of the effectiveness of process changes on Task outcomes as well as the contract as a whole.
QAP designed around Continual Improvement	• Oriented towards achieving 100% Customer Satisfaction

2.0 CONTINUOUS MONITORING

2.1 Primus Team Quality Assurance Process

The Primus Team Quality Assurance process focused on continuous monitoring is illustrated in ***Figure 2.1-1***.

As shown, the Quality Assurance process begins during the initial phases of Task Planning and/or IT Service Design, with the definition of requirements, metrics, and success criteria. During the Service Operation Phases we focus on continuously monitoring status to detect and correct deficiencies. Once deficiencies have been identified, we perform analyses, identify and implement corrective actions, and validate the effectiveness of these actions. We track and report all QAP activities, generating Lessons Learned documents and keeping our customers informed at all times. We also focus on Continual Improvement, reviewing not only our work but also our Quality processes, improving task performance by monitoring efficiency and effectiveness and streamlining processes where possible.

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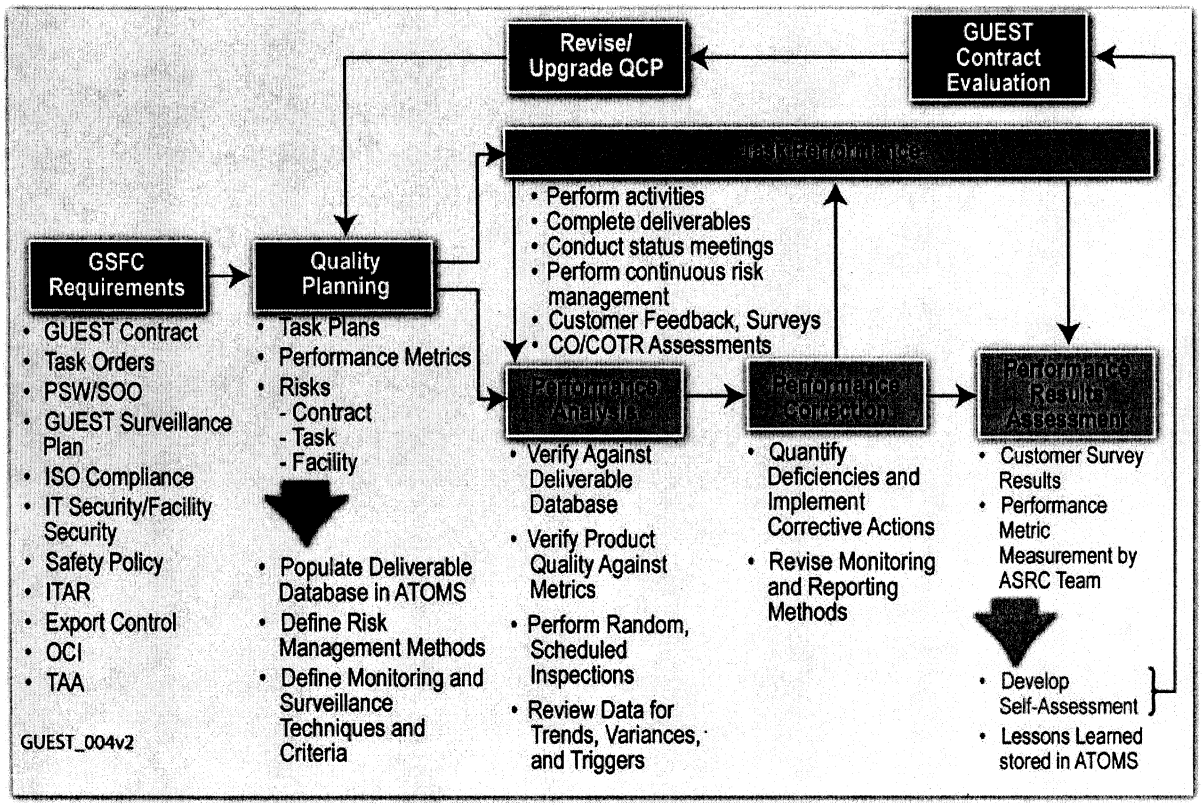

***Figure 2.1-1** – We monitor quality throughout the task lifecycle*

Sections 2.2 through 2.12 below describes each of these steps in detail, demonstrating that the Primus Team QAP will ensure that our deliverables meet requirements and that deficiencies are effectively identified, corrected, and controlled.

By making our quality process an integral part of the Task Order Lifecycle as well as IT Services Lifecycle starting from the Planning and Design phases, we reduce the overall performance risk and ensure enhancement of all delivered products and services.

2.2 ASRC Task Order Management System

A Configuration Management (CM) system is of fundamental importance to the successful establishment and implementation of a robust Quality Assurance Plan. We will use ASRC Task Order Management System (ATOMS) to monitor and control all aspects of delivery, including requirements, metrics, timelines, and status. The Program Manager (PM), contract staff, and customers will have continual insight into progress against all contract deliverables and performance requirements.

ATOMS is the Primus Team's formal, electronic repository for task requirements, milestone delivery dates, self-assessment scores, and Government evaluations. This system provides the raw data that we use to analyze our performance and enables us to generate self-evaluation reports in a more automated fashion for our customers, greatly simplifying the Contract performance evaluation process. ATOMS provides our management and our customers with appropriate visibility of, and objective insight into, both the work processes and resulting services and products. ATOMS is covered in further detail in Section C.2.1 of this proposal.

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2.3 Roles and Responsibilities

The PM is fully responsible for the accuracy and validity of all QAP reports and performance metrics. This ensures the highest level of accountability and involvement in the quality process on the program. The Quality Assurance Manager (QA Manager) under the direction of the PM, is responsible for administering this Plan. Our Enterprise Technology Office (ETO) will have extensive reachback across our team to Industry Experts in ITIL, CMMI and other industry best practices. The ETO under the leadership of the Chief Engineer and the QA Manager will oversee the certification activities, provide additional auditing capabilities and serve as overall quality advisors for the GUEST program. ***Table 2.3-1*** shows the roles and responsibilities of key GUEST personnel in executing this QAP.

Table 2.3-1 – Quality Roles and Responsibilities

Position	Roles/Responsibilities
PM	• Accountable to GSFC for the accuracy and validity of the QAP, its products, reports and metrics. • Determines when the QAP is updated and the overall emphasis of QAP revisions. • Assesses deficiency correction and risk management activities; concurs with chosen risk mitigation approach, redirects approach if results are unsatisfactory.
QA Manager	• Oversees day-to-day implementation of the QAP. • Leads quality monitoring/measurement efforts; assesses accuracy and validity of gathered data. • Audits contract deliverables such as test plans, test results, documentation deliverables, spearheads peer reviews for design and code reviews. • Oversees metric/risk/deliverable entries into database; defines deliverable report formats based on meeting requirements. • Develops monitoring reports; assesses effectiveness of risk management activities; recommends changes in approach if results are unsatisfactory. • Revises the QAP based upon PM direction. • Ensures adherence to appropriate quality standards and processes, including ISO 9001:2000. • Coordinates best practice implementation and industry certification activities such as ISO certifications and CMMI certification. • Additionally serves as a Risk Coordinator.
ETO	• Provide reachback to expertise in industry best practices such as ITIL, ISO and CMMI. Help achieve certification status for the GUEST program. • Semi-annually audit metrics and SLAs, compare to customer surveys to ensure that they are meaningful and accurately measure and depict performance of the contract.
Functional Managers	• Define the metrics to be used for measuring performance for IT Services or across assigned projects. • Assess support IT Service, or functional performance on weekly/monthly basis, collects metrics supporting data, and provides measured performance data. • Implement risk management mitigation and deficiency corrective actions when necessary. Oversee implementation.

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Table 2.3-1 – Quality Roles and Responsibilities

Position	Roles/Responsibilities
Task Leads (TL)	• Define metrics to be used for measuring performance at task level. • Assess task performance on weekly/monthly basis, collect metrics, report progress to functional managers, and provide metrics data to Program Management Office via ASRC Task Order Management System (ATOMS). • Define risks and mitigation techniques during Task Planning. Identify deficiencies in task performance and recommend corrective actions. Implement risk mitigation and deficiency corrective actions.

2.4 Quality Planning

A robust QAP ensures that quality is "planned in, not just inspected in." To ensure that our deliverables satisfy customers' needs and expectations, we perform significant Quality functions during the Planning phase of all Tasks, defining requirements, standards, deliverables, inspection and test approaches, and itemizing success factors. We also consider how the quality of our products and services impacts risk.

2.5 Requirements Definition

The first step in Quality Assurance Planning, and in IT Service Design or Task Planning, is Requirements Definition. This is a formal process of ensuring that the customer's desires and expectations are fully understood. This allows us to construct Task Plans that meet all requirements and ensure that the products or services we deliver satisfy all customer needs.

Based on the requirements written in the PWS and the individual IDIQ Task Orders and conversations with customers, the Primus Team Task Leads develop a clear and unambiguous list of Task Requirements. Upon customer concurrence that we have completely understood and captured the salient features of all requirements, we form our Task Plans to meet these requirements. We record the requirements in ATOMS. Our QA Manager will audit the requirements and ensure that they accurately depict customer needs.

2.6 Applicable Standards

Along with specific requirements, tasks may be required to meet other, implied requirements. These include applicable standards and regulations, such as security compliance, accessibility, ISO 9001 compliance, or Project-specific requirements. We identify any unique, Project-specific requirements and governing documents such as:

- GUEST Contract
- GUEST PWS
- Compliance with Project CM processes
- GSFC policies and procedures
- Project Style Guides
- ISO 9001 Processes
- ISO/IEC 20000
- Information Technology Infrastructure Library (ITIL)
- AS20000, Quality Management Systems – Aerospace – Requirements
- CMMI®-SE/SW Capability Level 2 minimum
- NPR 2190.1, NASA Export Control Program

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- NASA Procedural Requirements (NPR) 7120.7, NASA Institutional Infrastructure and Information Technology Program and Project Management Requirements (not yet released)
- Goddard Procedural Requirements (GPR) 5100.2, Supplier Performance Evaluations
- GPR 5100.4, Supplier Quality Audits
- GPR 7120.X, Project Management (yet to be issued)
- GPR-8621.3 Mishap and Close Call Investigation
- GPR 8700.6, Engineering Peer Reviews
- We document the applicable standards as implied requirements in the Task Plans.

2.7 Deliverables Definition

We believe that the key to successful performance on any contract is the judicious identification of deliverables and meaningful metrics to evaluate them. It is all too easy to assign numerical, but irrelevant metrics (e.g., lines of code written) that are easy to accomplish but do not satisfy customer needs. We work with our customers to identify the salient features of their desires and help them identify deliverables and metrics that satisfy their requirements and meet their needs.

Following a detailed requirements definition, we identify the key deliverables that each task will produce. We ensure that the identified deliverables are measurable, meaningful, and well-defined.

Once the deliverables and associated metrics are defined, we use our QAP to manage our performance. Our monitoring and reporting processes ensure that no requirement is overlooked, and that all deliverables are continually evaluated. We provide objective measures to evaluate deliverables against business requirements, design and standards; status of activities and results of quality.

A subset of deliverables will be audited by the QA Manager to ensure completeness and compliance with PWS and Task requirements.

2.8 Metrics Development

During the IT Service Design Phase, we develop a set of meaningful metrics for measuring performance to pre-defined standards applicable to a set of processes used to support a particular Task Order. These metrics specify how the quality, quantity, cost, and timeliness of our services will be measured. We also define the customer's expected quality, quantity, and timeliness as success factors. The inspection processes will measure our progress toward meeting these requirements.

2.9 Inspection Methods

The GUEST PWS contains a wide variety of deliverables, from Project Plans to software code. It also comprises a large variety of metrics and SLAs, both subjective and objective. With such a wide set of deliverables, multiple inspection methods are required. See Appendix for specific proposed metrics and measurements of performance, which are both subjective and objective as specified and identify the quality, quantity, and timeliness of the services to be provided.

As metrics are defined for each task, we will determine the inspection methods appropriate for each deliverable. These methods will include:

- Formal review and approval of deliverable documents (100% inspection) - Applicable to large-scale plans and reports

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- Spot checks on routine deliverables, such as Project Schedules (planned and random sampling)
- Informal customer satisfaction discussions (Customer Feedback) by TLs and functional managers - both during execution and following delivery
- Networks Metrics Monitoring
- Engineering Peer Review Process
- Application Code Walk-Through
- Formal customer surveys (Customer Feedback)
- Government Performance Evaluations
- NASA's GPR-8621.3 Mishap and Close Call Investigation process (for investigations of significant service interruptions, major equipment damage, etc.)

2.10 Acceptance Criteria

Inspections are useless if we do not understand what constitutes "success." As part of the process we establish acceptance criteria. These criteria define the standards to which we must perform and give an unambiguous way to monitor and report performance. These are noted in ATOMS and reported against during Monthly Status Reports (MSRs).

2.11 Risk of "Poor Quality"

We recognize that the quality of deliverables has a direct impact to project risk. Although Risk Management is not a formal part of a Quality Assurance Plan, it is a necessary and important part of Project Management. In order to properly characterize and control Project risk, the PM must be aware of how potential quality issues affect Project risks.

As part of the deliverable definition process, we work with our Risk Management personnel to assess the effect that "poor quality" would have on defined project risks, and determine if new risks would arise. If new or enhanced risks are identified, our QA Manager work with the Risk Manager to mitigate risks, update the Risk List, and determine if changes are needed to either the metrics or the inspection processes.

By combining Quality Management with Risk Management, we enhance the likelihood of Project success by removing "single point failures" and increasing awareness of critical issues throughout the GUEST management.

2.12 Review and Approval

Once the Requirements are defined, the metrics identified, the acceptance criteria established and the Risks understood, Task Plans and schedules can be developed.

Once the Plans are complete, they are reviewed from a Quality perspective. The purpose of this step is to ensure that the plan, as proposed, will satisfy the requirements, produce satisfactory deliverables, and will have measurable results. The PM will review and approve all Task Plans prior to submission to the CO or COTR. Once the Task Plans are approved by the CO, all Task data will be entered in ATOMS and fall under the Primus Team CM.

Task success hinges on proper planning, and the process described above will ensure that the planning is complete. During the Task Order Kick Off meeting we ensure that all personnel, both Government and contractor, are fully informed about what is required, what will be measured, how it will be measured, and what constitutes success. Our CM system eliminates the ambiguities that arise from ill- documented changes and shifts in priorities. By assessing the impacts of "poor quality" on project risks, we can ensure that critical tasks get the attention they deserve and

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formulate early responses to new risks. This approach to Quality focuses attention on what is important: Customer Satisfaction through successful implementation and meeting Task objectives.

3.0 IDENTIFYING DEFICIENCIES

During Task performance, the focus of our QAP shifts to identifying and correcting deficiencies in deliverables. By detecting problems early, we can correct them with less impact to Project schedule and cost. We accomplish this early detection by implementing the Surveillance Plan developed with the Task Plan, described above.

The Task Surveillance Plans identify the methods and frequencies of inspections appropriate to each Task. In the Appendix to this Plan we have provided a set of suggested metrics, standards, and inspection methods for the types of deliverables defined in the PWS. We will develop similar plans for other deliverables as deliverables are added or modified.

Our SLAs and metrics specified in the PWS will be further reviewed and negotiated upon GUEST contract award. We will work closely with ITCD at that time to ensure that the metrics are tied directly to the business outcomes and are meaningful to the GSFC enterprise as a whole. We will not only measure operational metrics but also quantify value derived from the specific process improvement measure to assist GSFC in compiling Return on Investment (ROI) reports.

Because GUEST includes a variety of deliverable types, we use multiple inspection methods, as discussed in Section 2.5, above. Our inspection methods can he divided into two types: internal verification, performed by the Primus Team staff, and external validation, by the customer.

We will also institute a number of User Satisfaction Surveys for various IT services performed. The survey results and customer ratings will be compared to the SLA measurements to ensure that the metrics defined are meaningful and accurately portraying the quality of services delivered.

3.1 Internal Verification

Internal Verification is performed by Primus Team managers at several levels. These functions provide a self-assessment during all phases of Task performance. Internal verification gives us the earliest opportunity to prevent deficiencies, to prevent delivery of nonconforming deliverables, or to verify that the delivered products meet all requirements specified in the Task Plan.

Metrics and SLAs are reviewed on the semi-annual basis by the GUEST Advisory Board and compared to the changing customer needs. Changing business needs (evident from the Customer Survey results) may result in the change in the SLAs and subsequent Contract Change if necessary. For instance, there may be an SLA for a given system availability of 99%, however, the users may indicate that due to the system criticality the availability / uptime should really be 99.999%. In order to achieve the new targets, a redundant server may need to be introduced and hence the contract change may be warranted.

3.1.1 Progress Reporting

During Task execution, we conduct regular status reviews. At a minimum, we provide weekly Status Reports that include significant accomplishments, problem areas, discrepancy identification and tracking information, quality deficiencies identified and corrective actions taken, service enhancement plans/actions, and internal/external customer feedback. We provide the following reports to the COTR and CO on a monthly basis electronically and in hard copy, 15 calendar days after the close of each month: Narrative Report, Workload Report, Performance Measures Report, Software Development Report, Quality Control Report, IT Security Report, and Person-

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nel Utilization Report. We provide the following summary reports to the COTR and CO every six months electronically and in hard copy within 15 calendar days after the close of each six-month period: Narrative Report, Workload Report, Performance Measures Report, Software Development Report, Quality Control Report, IT Security Report, and Personnel Utilization Report.

We conduct Monthly Progress Reviews (MPRs) for all GUEST Tasks, detailing progress against each contract deliverable. The PM, QA Manager, functional managers, and key Task Leads report on schedule, technical, and cost status. They present any deviations to plans and address the status on fulfilling each requirement. Through the MPRs, our management staff maintains continual visibility into progress on each Task. The DPM reviews this information in ATOMS and prepares a report showing this status.

The QA Manager identifies Tasks that are not proceeding as planned, those which are not (or will likely not be) meeting requirements, or those which are overrunning budgets on a monthly Summary Assessment Report. By inspecting this report, the PM and his staff can easily see where resources are needed, or where other attention is required to prevent problems.

3.1.2 Pre-Delivery Inspection

Another form of internal verification is direct inspection of Task deliverables. We perform several types of inspection depending on the nature of the deliverable. Large complex projects often require full review and approval (100% inspection). The QA Manager will make a determination which method is most appropriate to use based on the nature and size of the Task. Routine or small tasks may only require occasional spot-checks (sampling) to verify conformance. As part of our Quality System monitoring, we perform random audits of task deliverables, and compare our findings to the data contained in ATOMS. This process allows us to monitor the correctness of our Task Management system.

3.1.3 Review and Approval

For large, complex, and unique deliverables we review the final product prior to delivery to the customer. This may include peer-review, design reviews, or verification of compliance (particularly with external regulations). Once the review is complete, the deliverable is approved for delivery or, in the case of identified deficiencies, returned for corrective action. The reviewers will document their findings and submit them for inclusion in ATOMS.

Because the review process takes some time to complete, we include review time in the Task Plans for tasks that require formal review and acceptance. Long development tasks may require several cycles of development and review before a delivery is made.

3.1.4 Sampling

Routine tasks, such as Project schedule updates, do not require, nor benefit from 100% inspection. Inspection takes time, and this would cause significant delays in delivery of needed products. In these cases, we perform spot (random) inspections. We perform these inspections prior to the first delivery of a routine product, whenever significant requirement changes occur, and at random intervals in between. This approach offers the best compromise between deliverable control and schedule efficiency. We will increase our frequency of inspections if large deficiencies are found, staff changes occur, or customer complaints are received.

3.1.5 Scheduled Audits

Pre-delivery inspection is not sufficient for deliverables that span multiple reporting periods. For this type of deliverable, work proceeds for many months culminating in a single deliverable. If a Surveillance Plan was restricted to final inspection then problems would persist far too long be-

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fore detection. Cases like this require regular, scheduled inspections. These inspections may take a variety of forms but are conducted at least once per reporting period (monthly). In some cases, for relatively small, uncomplicated tasks, monthly status reporting (described above) is sufficient. For others, the QA Manager's review or audit is necessary. We will determine, and document, at Task Planning the type and frequency of inspections for these types of tasks. This is included in the Task Plan and submitted to the Government for approval.

3.1.6 Post-Delivery Auditing

As we discuss below, we perform regular reviews of our QMS to ensure that it is functioning properly and that the data collected are correct. Because the records of Task deliverables are key Quality Records that provide significant input to our self-evaluation and are provided to the Government Performance Evaluation Team, it is vital that they are accurate. As part of our QMS review, we randomly inspect past deliverables. The Primus Quality Team will determine whether deliverables met the requirements and compare that result with the data contained in ATOMS. They will document and report any discrepancies to the QA Manager and the PM for further investigation.

3.2 External Validation

The Primus Team measures our success by the satisfaction of our customers. Although internal verification can determine if we have met the recorded requirements and acceptance criteria, it cannot determine if the requirements and metrics used were appropriate and if the delivered services and products satisfied customer expectations and needs. Certainly the most important form of assessing this information is the customer's review.

We solicit and obtain customer input in three main ways: Informal discussions with customers, formal Customer Satisfaction Surveys, and Form 1680, *Contractor Performance Assessment* provided by the Government. Each of these sources of input provides critical information that we can use to continually improve the quality and effectiveness of our products and services.

3.2.1 Informal Conversations

The Primus Team maintains a continual dialogue with all customers, the GUEST COTR and CO, as well as other GUEST stakeholders, including GSFC Project Managers and Task Monitors. Through informal discussions, scheduled meetings, e-mail, and other communication methods, we continually monitor our performance on our tasks. The informal nature of these conversations encourages frank discussion, free exchange of ideas, and rapid notification of problems.

3.2.2 Satisfaction Surveys

We also conduct semi-annual written satisfaction surveys. These surveys are more formal than discussions and serve two purposes. The first purpose is to provide validation to our own self-assessment, allowing us to determine the effectiveness of our assessment methodology and identify areas that need improvement. The second purpose is to collect data on all Tasks for the Government Performance Evaluation Board. We will provide these data, both in summary and detail form to the COTR to assist the Government in preparing their report.

3.2.3 Performance Evaluations

The third, and most official, source of customer information is the Contract Performance Evaluation. This constitutes the overall measure of customer satisfaction. The Primus Team management will review any information provided with the evaluation and prepare plans to address any deficiencies noted.

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4.0 TRACKING DEFICIENCIES

Once the Surveillance Plan has been executed we analyze the results. We perform a variety of analyses to determine whether Quality requirements are being met, and if not, the extent and severity of deficiencies. We consider impacts to the Risk Management plan, assess trending and commonality of deficiencies, perform Root-Cause Analysis, formulate recommendations for correction and prevention, and document these analyses in reports. The Analysis step allows us to use the data collected during surveillance to minimize the impacts of defects and improve processes to minimize future deficiencies.

4.1 Common Problems Across Tasks

For a broader understanding of our performance, we also look for common issues across tasks. Often, small process inefficiencies manifest themselves on multiple tasks, forming a much larger problem. Identifying and eliminating these common problems generally has a large impact on overall contract performance.

To analyze issues across tasks, we organize the identified deficiencies by type, such as "cost overruns," or "schedule slips". If multiple tasks show the same deficiency then we consider that the problem is systemic and look for broader causes and solutions. If a broad problem is identified, we adjust our processes and management to address it from the top.

4.2 Root-Cause Analysis

For problems that don't have obvious causes and solutions, we perform a "Root-Cause Analysis," tracing back the process until the cause(s) is/are located. Often problems have their roots in planning, so we review the planning process to determine where the failure occurred. Once the source of the problem is identified, we investigate how to eliminate or mitigate this issue.

Sometimes, a problem is the result of the occurrence of a Risk Event (anticipated or unanticipated). We evaluate our Risk Management process to determine if the risk should have been identified, or if anticipated, why the mitigation strategy did not work.

4.3 Recommendations for Improvement

The final result of the Analysis phase is a recommendation or set of recommendations. In most cases we recommend actions that will correct the deficiency and prevent recurrence of the deficiency. In situations where the deficiency is unavoidable (e.g., as a result of inclement weather), we recommend strategies to mitigate the future risk of the deficiency re-occurring. We formalize our recommendations and review them with our affected customers.

5.0 CORRECTING DEFICIENCIES

Once deficiencies have been identified and recommended corrections have been developed, we implement changes to either correct existing problems, prevent future problems, or both. We stress early identification of problems because problems found early are more easily corrected and have far less impact on the Project. Our Corrective Action will depend on where in the Task execution process we are when the deficiency is found. Deficiencies may be found in the planning phase, execution phase, right before final delivery, or after delivery. Problems found that impact multiple deliverables on multiple tasks require process changes. By correcting problems as soon as they are identified we not only improve the quality of our deliverables, but we avoid future problems and increase customer satisfaction across the GUEST contract.

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5.1 Deficiencies Identified During Planning

As described above, we perform a Quality check on the Task Plans as part of the Planning process. This Quality check gives us the first opportunity to identify weaknesses in our approach, invalid assumptions, and critical dependencies in Task Plans. We consider the risks, and develop contingency plans and workarounds at this stage. If Quality issues arise during planning, we modify the plans to eliminate or minimize them.

Sometimes conflicting requirements or project constraints make it impossible to avoid problems. As part of the Quality check we identify these conflicts and work with the customer to modify the requirements to find the best feasible solution. Armed with a more consistent set of requirements, we return to the planning processes and develop a robust plan that satisfies the customer's needs as fully as is possible.

5.2 Deficiencies Identified During Execution

Problems that arise during Task execution are most easily solved if detected early. We have a number of strategies for dealing with problems during execution, including:

- Exercising pre-defined workarounds
- Re-deploying staff from low priority items to critical items
- Providing additional resources (e.g., corporate reachback) to respond to unanticipated surge requirements or special needs
- Modifying Task Plans (re-baselining)

In extreme cases, where it becomes impossible to meet the original Task requirements (e.g., due to a major schedule slip) we work with the customer to find a new set of mutually agreeable requirements.

5.3 Deficiencies Identified Pre-Delivery

As discussed above, we perform pre-delivery inspections on several types of deliverables. Large projects include this inspection in their schedules. Deficiencies found during the pre-delivery inspection can be straightforward and easy to fix or much more difficult.

Minor deficiencies (e.g., typos in reports, missing pages in schedules) are easily corrected. We ensure that these corrections are completed prior to delivery and deliver a fully corrected deliverable to the customer. We don't formally track the occurrence of minor deficiencies corrected prior to delivery.

Major deficiencies, however, threaten the satisfactory completion of Task goals. If deficiencies are noted prior to delivery that cannot be easily corrected we notify our customer immediately. We work with the customer to find an acceptable strategy, whether it be delaying delivery to correct the error, marking the error but delivering the otherwise correct product, or some other approach. We fully document both the error and the accepted correction strategy, so that our customers are fully informed. If appropriate, we will obtain waivers to requirements and ensure that the CO is kept aware of the issue.

5.4 Deficiencies Identified Post-Delivery

We have several means of assessing our quality following delivery of our products and services. We perform internal audits (as part of our QMS review) and elicit Customer satisfaction information. During either of these processes, we may identify previously delivered products or services that failed to meet requirements. To address these deficiencies we:

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- Notify the affected customer for any deficiencies we identify during our internal audits
- Offer to correct identified deficiencies if feasible
- Implement procedures to eliminate future occurrences of the deficiency
- Document the actions in our Lessons Learned

5.5 Process Deficiencies

Deficiencies that span tasks or deliverables often require process changes. These changes may be localized to a specific discipline (e.g., accounting) or may be widespread (e.g., contract management). If our analysis shows that a process is inefficient or problematic, we redesign the process and promulgate the changes to all contract personnel affected by the process. We document the change in the GUEST Lessons Learned and communicate this to our management and customers. Process changes are designed to increase our quality and customer satisfaction, so we make a special effort to monitor the effect of the change, validating the improvement. If no measurable improvement is noted, we revisit the change until improvement is seen.

5.6 Documentation

We fully document all corrective actions that change procedures, alter Task Plans, or have an impact on the final quality of our products and services. This documentation serves two purposes:

- Communicating with our customers
- Providing us with a basis for future improvements

This documentation is an important part of our Continual Improvement (CI) processes and is subject to audit along with any other Quality Records associated with the GUEST contract.

5.7 Lessons Learned

We maintain a Lessons Learned library, based on recommendations for Corrective Actions, actions taken, and final outcomes. We make these available to our staff and customers through ATOMS. We use these lessons during subsequent Task Planning and Risk Analysis so that the knowledge gained can be shared among our GUEST tasks and to ensure these issues do not resurface.

6.0 QUALITY RELATED CERTIFICATIONS

Our Program Management Framework incorporates Industry Best Practices and Standards in its core. Industry best practices and standards are listed in **Table 6-1** below along with our status in achieving related certifications. We will also ensure adherence to all applicable NASA technical standards.

Table 6-1: Current certifications and future plans to become certified

Certification	Primus Team Status
ISO 9001:2000	Will implement a QMS based on the existing ISO compliant procedures and processes and will certify with a third party in 6 months.
ISO/IEC 20000	A majority of our IT support services including Change Management, Configuration Management, and Asset Management as well as our Service Desk/Call Center operations are hosted in our Integrated Service Management Center (ISMC) in Oak Ridge, Tennessee and have been ISO/IEC

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Table 6-1: Current certifications and future plans to become certified

Certification	Primus Team Status
	20000 certified since 2007. That facility as well as several ASRC Programs are also ISO 9001:2000 certified. The ISMC also supports a full range of outsourced and collocated data center services. While we are not proposing initially to avail of these services on GUEST, we will quickly migrate our GUEST data Center support services to align with the ISMC Data Center ITSM certified processes. This process will be complete no later than 12 months after contract start. At that point, all of our IT infrastructure support services will be operating from the same Service Catalog and fully ITIL conformant and ITSM certified.
Capability Maturity Model® Integration (CMMI)	During the Phase-In period, we will inventory the current software development processes in use for GUEST functions and assess their current level of compliance. Working with our ITCD customers, we will develop a plan to implement CMMI Level 2 compliant processes. Upon contract award and the Task Order transitions, the ASRC Team will apply CMMI Level 2 compliant processes and procedures to manage the software development and related efforts in accordance with our joint plan. During the knowledge transition, we will leverage our experience across our team with CMMI certifications to leverage the existing GSFC processes and procedures where possible and to standardize processes and procedures across GUEST. In preparation for the formal CMMI certification, the QA Manager will conduct internal audits of selected processes and procedures to ensure readiness for external assessment. Within 12 months of the GUEST contract start up an SEI or SEI certified appraisal organization will conduct an external, third-party certification audit resulting in CMMI Level 2 certification. Subsequent to the initial Level 2 Certification, the ASRC Team will seek Level 3 CMMI certification within 18 months of the contract start up.
Information Technology Infrastructure Library (ITIL)	ITIL conformant practices will be employed. An IT service portfolio based on IT Services Management (ITSM) best practices will be developed and managed accordingly. Our Helpdesk offering is already ITIL conformant. We have ITIL certified professionals on our staff to ensure a successful GUEST transition to the ITSM best practices implementation. We have reachback to ITIL experts who teach ITIL Certification courses. Our PM is also ITIL certified.

7.0 MEETING PERFORMANCE OBJECTIVES

We will perform trending analysis to measure our progress over time in meeting the performance objectives for each Task and for the contract as a whole. For metrics that are numerically evaluated (such as percentage of items delivered on schedule or average customer evaluation scores), we will analyze the results statistically, determining the significance of apparent changes. By performing trending, we can identify processes that are in need of improvement. We can also measure the effectiveness of process changes on Task outcomes as well as the contract as a whole.

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8.0 REDUCING PROGRAM RISK

Deficiencies in quality may impact project risk. During the Planning stage we identified risks that would result from "poor quality." We revisit this work at this step. Using the results of our inspections, we determine if any of the deficiencies identified adversely affect Project risk. If deficiencies increase the probability or severity of a Project risk, we will develop updates to the Risk Management Plan to account for this. We will notify the customer immediately that a Risk Event has occurred, what the recommended mitigation strategy is, and what residual risks remain.

9.0 CONTINUAL IMPROVEMENT

CI is a requirement of any robust QAP and our plan is designed around this. Most of our Quality processes are geared to improving future quality on GUEST tasks. We address CI within tasks, across the contract, and on the QAP itself.

Our post-delivery audits of Task deliverables and customer feedback we obtain from our surveys are designed to give us forward- looking information about Task Performance. As discussed above, we review this information to find ways to improve performance on similar tasks and ensure the highest level of customer satisfaction.

We recognize that our employees are best able to identify better ways of completing their jobs, and so we encourage participation at all levels. All contract employees are partners in the Quality processes. We elicit and collect suggestions, solutions, and guidance from employees in the form of Corrective and Preventive Action Recommendations. Our Quality Team will review all suggestions and implement the most promising of these. We also involve employees in Root Cause Analysis and Process changes so that we implement procedures that work in practice as well as in theory.

Our efforts at CI are not restricted to Task performance. We also seek to improve the effectiveness of our QAP itself. We perform annual reviews of the entire QAP, assessing the strengths and weaknesses of the plan and its contribution to customer satisfaction. We assess whether we are collecting enough data or too much, and evaluate whether our process of defining requirements and deliverables is accurate and complete. The PM and DPM meet with the Primus Team Quality Control Board to review whether the plan is compliant with all regulating documents and update it as required. This plan is thus a living document, designed to adapt to best-practices as they are developed.

10.0 APPENDIX: METRICS TABLES

In the tables below, we present our understanding of the SOO and PWS requirements, suggested metrics, and goals for performance of each type of deliverable based on the GUEST Surveillance Plan, the proposed PWS and our understanding of RTOs. We will perform a similar analysis and include similar tables in the Task Plans for each GUEST IDIQ Task Order, with associated metrics and acceptance criteria.

Table 10-1. PWS SLA Metrics and targets mapped to the SOO Objectives

Service Description	Metric(s)	Target	Method of Measurement
SOO 5.1 Enhance and En-	Level of user satisfaction with established IT	> 85%	Subjective: Customer Surveys

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Table 10-1. PWS SLA Metrics and targets mapped to the SOO Objectives

Service Description	Metric(s)	Target	Method of Measurement
able GSFC Mission	Services		
SOO 5.3 Leverage Existing GSFC IT Environment	% of existing IT assets considered for reuse in design projects from the common repository	100%	Objective: Audits of service portfolio
SOO 5.4 Establish and Enhance GSFC Corporate Identity	% of projects adhering to newly defined process standards Customer satisfaction	100% >85%	Objective: Project audits Subjective: Customer surveys sent to key stakeholders
SOO 5.6 Support to Future Initiatives and Evolutions	Business value delivered using new technologies	Ensure that either financial or other type of business value is realized from new technology implementation	Objective: Results of post-implementation review
SOO 6 Process Maturity	ISO 20000 Implementation Software Development CMM Level % of Management trained in ITIL	Achieve ISO 20000 certification 2 years after contract effective date Achieve Level 2 maturity within the first 6 months, achieve Level 3 maturity within X months 100% by end of Year 1	Objective: QA Audits, 3rd party certification audits
SOO 6.1.1 Tier 1 Service Call Center Incident Response	Call Center availability Answer time Call abandonment rate First call resolution rate Voicemail average speed of response Email or Web Interface Submission Average Speed of Response	24 hours per day, 7 days per week, 365 days per year 90% within 60 seconds; 100% within 120 seconds Less than 3% At least 65% Less than 60 minutes Less than 120 minutes	Objective: ACD System / Remedy ITSM Subjective: Customer surveys

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Table 10-1. PWS SLA Metrics and targets mapped to the SOO Objectives

Service Description	Metric(s)	Target	Method of Measurement
	Incident Escalation Time Follow-on Calls Due to Problem Repeated after Initial Fix Failed User Completion Notification Customer Satisfaction	99% of new unresolved incidents escalated to Tier 2 within 30 minutes No more than 5% of the time For 99% of closed tickets the user has been contacted within 4 hours of ticket closure 85% or higher (based on survey ratings)	
SOO 6.1.2 Training Program	Training Schedule Adherence Customer Satisfaction	Agreed upon training deadlines are met 100% 95% of course materials rated at 4 or better on a scale of 1-5 95% of trainer(s) evaluations rated at 4 or better on a scale of 1-5 95% of overall course assessments rated at 4 or better on a scale of 1-5	Objective: Excel Spreadsheets Subjective: Course Evaluations
SOO 6.1.2 Outage Notifications	Scheduled Service Outage Notification Unplanned Service Outage Notification Return to Service Notification Emergency Service Outage Notification	User base notified at least four business days prior to outage 95% of the time User base notified within maximum of 3 hours following unplanned system outage 99% of the time User base notified 30 minutes or less after service restoration 99% of the time User base notified prior to shutdown 95% of the time	Objective: Broadcast email log, Data Center log.
SOO 6.1.3 Enterprise System	OS/Middleware availability / uptime	95% of time for non-critical systems, 99.99% of time for	Objective: System Administration tools

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Table 10-1. PWS SLA Metrics and targets mapped to the SOO Objectives

Service Description	Metric(s)	Target	Method of Measurement
Administration Service		critical systems (as defined in specific system SLAs)	and log, MS Project, Excel Spreadsheets
	Memory utilization rates	60% during regular times, 75% during peak times	
	Processor utilization rates	65% during regular times, 80% during peak times	
	System response times	Per specific system requirements	
	Percentage of maintenance changes performed on schedule	At least 95%	
	Percentage of maintenance windows exceeded	Less than 3%	
SOO 6.1.3 Tier 2 and 3 Support – Enterprise System Administration	Initial response	2 hours	Objective: Remedy ITSM Reports, KEDB Reports, manual random sampling audits Subjective: Customer Surveys
	Follow up communications / updates	4 hours	
	The average time for handling each type of incidents (by criticality)	Critical – 4 hours Medium – 8 business hours Low – 2 business days	
	The percentage of incidents handled within agreed target times	95%	
	Number and percentage of incidents reopened (as a percentage of total)	< 5 or < 3%	
	The mean elapsed time for resolving each problem	3 working days	
	The percentage of problems resolved within agreed target times	95%	

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Table 10-1. PWS SLA Metrics and targets mapped to the SOO Objectives

Service Description	Metric(s)	Target	Method of Measurement
	The percentage of Major Problem Reviews successfully performed The percentage accuracy of KEDB Customer Satisfaction	99% 98% 85% or higher (based on survey ratings)	
SOO 6.1.4 Enterprise System Hosting	New hosting requests Application / Web Server / Database Availability System and Application Software – current release level	Initial response to hosting/support requests within 72 hours of receipt; full resolutions within ten (10) working days of receipt 95% of time for non-critical systems, 99.99% of time for critical systems (as defined in specific system SLAs) Maintain system and application software at least within one version of current release levels	Objective: Existing management tools and the proposed NETIQ Suite (AppManager for Cross Platform Systems Management)
SOO 6.1.5 Enterprise Data Center Service	Data Center availability Server availability New Server Setup Request Fulfillment (exclusive of acquisition time) Server capacity utilization	>95% of standard operating hours 95% of time for non-critical systems, 99.99% of time for critical systems (as defined in specific system SLAs) Acknowledgement within twenty four (24) hours of receipt; full resolution, exclusive of acquisition time, within five (5) working days of receipt of requisite hardware No less than 60%, but no more than 85%	Objective: System Administration tools, Excel Spreadsheets, Data Center Logs
SOO 6.1.6 Enterprise Test	% ETE availability / uptime during scheduled	95% uptime during scheduled testing periods	Objective: Remedy ITSM, Excel

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Table 10-1. PWS SLA Metrics and targets mapped to the SOO Objectives

Service Description	Metric(s)	Target	Method of Measurement
Environment Services	testing periods New Test Server Setup Request Fulfillment (exclusive of acquisition time)	 Acknowledgement within twenty four (24) hours of receipt; full resolution, exclusive of acquisition time, within five (5) working days of receipt of requisite hardware	Spreadsheets
SOO 6.1.7 Enterprise System Monitoring and Maintenance Service	On-time metric reporting Timely identification of critical events	100% Identify 99% of events leading to system failures and/or system failures and immediately open a Remedy ticket	Objective: Excel Spreadsheets, Existing management tools and the proposed NETIQ Suite (AppManager for Cross Platform Systems monitoring and maintenance)
SOO 6.1.8 Enterprise Database Administration Service	New database set up request fulfillment New database service request fulfillment Database Availability / uptime Database Software – current release level	Initial response to hosting/support requests within 72 hours of receipt; full resolutions within ten (10) working days of receipt Initial response to hosting/support requests within 72 hours of receipt; full resolutions within five (5) working days of receipt 95% of time for non-critical systems, 99.99% of time for critical systems (as defined in specific system SLAs) Maintain all database software at least within one version of current release levels	Objective: Remedy ITSM Reports, Database Administration tools, Asset Inventory reports
SOO 6.1.8 Tier 3 Support – Database Administration Service	Initial response Follow up communications / updates The average time for	2 hours 4 hours Critical – 4 hours	Objective: Remedy ITSM

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Table 10-1. PWS SLA Metrics and targets mapped to the SOO Objectives

Service Description	Metric(s)	Target	Method of Measurement
	handling each type of incidents (by criticality) The percentage of incidents handled within agreed target times Number and percentage of incidents reopened (as a percentage of total)	Medium – 8 business hours Low – 2 business days 95% < 3 or < 1%	
SOO 6.2 System Analysis Support Service	Customer Satisfaction	85% or higher	Subjective: Customer Satisfaction survey
SOO 6.2 System Improvement Recommendations	Percentages of accepted SIRs	99%	Objective: Excel Spreadsheets
SOO 6.3 Data Backup and Restore Service	Mission critical data recovery time objective Non-mission critical data recovery time objective Back up frequency	4 hours 24 hours Nightly full backups, midday incremental backups	Objective: Excel Spreadsheet, Data Center logs
SOO 6.3 Data Storage Management Service	Actual storage utilization rates against capacity plan forecasts	70% of capacity	Objective: Storage Management tools
SOO 6.4 Continuity of Operations (COOP)	Percentage of data and service restoration tests conducted successfully COOP/DR Documentation compliance with NASA standards and Risk Assessments, Security and Contingency Plans	95% 100%	Objective: Manual reports, test results Subjective: Manual random sampling documentation audits
SOO 6.5.1 Enterprise Logistics Management Service	Inventory Accuracy	Maintain lost property rate at 0.25% or less per year based on original quantity of items.	Objective: Audits of inventory reports, random sample of excess hardware

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Table 10-1. PWS SLA Metrics and targets mapped to the SOO Objectives

Service Description	Metric(s)	Target	Method of Measurement
			transactions
	Inventory Value Accuracy	Physical inventory value accurate to within +/- 5% of book value	
	Excessed Hardware	>= 90% compliance	
SOO 6.5.2 Installation Service	% of successful installations resulting in no business disruptions	95% or better	Objective: Excel Spreadsheets, 100% assessment for new baselined images, Random sampling of operating systems from the installed base within each quarter
	% of installation activities completed on schedule	95% or better	
	% compliance of OS images with applicable Federal and NASA policies and regulations	100% compliance	
SOO 6.5.3 Change Management	% of disruptions, incidents and/or problem/errors resulting from unsuccessful changes and releases	<= 10% of total incidents	Objective: Remedy ITSM, Excel Spreadsheets, MS Project
	% of changes that met customer agreed upon requirements (quality/cost/time)	At least 95%	Subjective: Customer surveys
	% of unplanned or emergency changes	<= 10% of total change requests	
	% accuracy in change estimate	At least 97%	
	Customer satisfaction of the implemented change request	85% or higher (based on survey ratings)	
SOO 6.5.4 Configuration Management	Accuracy of configuration information	95% or better	Objective: Random sampling audits of CIs
	Percentage reduction of incidents caused by poor CM	At least 10% reduction (in the first year after CM System is set up and populated)	Subjective: Calculated based on Remedy ITSM Reports

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Table 10-1. PWS SLA Metrics and targets mapped to the SOO Objectives

Service Description	Metric(s)	Target	Method of Measurement
SOO 6.5.5 Deployment and Release Management Service	% of successful releases completed as planned	>= 95% releases	Subjective: Excel Spreadsheets, Customer Surveys
	Customer Satisfaction	85% or greater based on survey ratings	
SOO 6.5.6 Inventory Management Service	Inventory Accuracy	>= 95% agreement between the asset records and physical assets	Objective: Inventory audits and validation
	Property Loss	0.25% or less per year	
SOO 6.6.1 Enterprise Back-Office Services	% of Back Office applications whose Control Procedures follow Configuration and Change Management Processes	100%	Subjective: Random audits of sample set of procedures and sample set of system architectures
	% of Back Office applications that are aligned with the Agency Enterprise Architecture	100%	
	% of uptime of core Back Office Systems	99.95%, 99.99% for critical systems (as defined per system SLAs)	Objective: Remedy ITSM
	Schedule Variances	90% of project milestones are within +-5% of schedule	Objective: MS Project and Financial Tools
	Cost Variances	95% of actual costs are within +-3% of budget	
	Cost Reduction	5% annual cost reduction from previous year reporting period (NOTE: this target should be reviewed on annual basis and updated accordingly)	
	% of services / systems successfully decommissioned	98%	Subjective: Results of post decommission reviews
	% of services / systems	95%	Objective: MS Pro-

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Table 10-1. PWS SLA Metrics and targets mapped to the SOO Objectives

Service Description	Metric(s)	Target	Method of Measurement
	decommissioned on schedule		ject
	Documentation accuracy	100% accurate	
	Report accuracy	100% accurate	Subjective: Documentation and report audits
	% of Reports submitted in the requested timeframes	100%	Objective: Excel Spreadsheet, MS Project
SOO 6.6.2 Business Application Development Services	Project budget variance	95% of projects within 3% of budget	Objective: MS Project
	Project schedule variance	90% of projects within 10% of schedule	
	% Code Coverage for unit testing	At least 75% code coverage	Objective: Automated unit testing tools
	Value derived from reuse (% of time saved)	At least 5%	Subjective: manual calculation
	Average time spent on defect repair (by type of defect)	75% of Defect closures within the following timeframes: 4 hours – critical; 8 hours – medium; 3 business days – non-critical defect	Objective: Excel Spreadsheets
	% of Error Free implementations	75% or better	
	% of defects re-opened during regression testing	>10%	Objective: Remedy ITSM
	Code quality	Code compliant with NASA and industry defined standards	Objective: Excel Spreadsheets Subjective: Peer Reviews
	Architecture / design quality	Architecture and design compliant with NASA EA and Federal EA best practices and standards	

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Table 10-1. PWS SLA Metrics and targets mapped to the SOO Objectives

Service Description	Metric(s)	Target	Method of Measurement
	% of projects lacking end user acceptance tests % of uptime of critical applications Customer Satisfaction % of systems in compliance with security standards % of systems in compliance with 508 standards	No more than 5% 99.95% 85% or higher (based on survey ratings) 100% 100%	Objective: Excel Spreadsheets Objective: Remedy ITSM Subjective: Customer Surveys Objective: C&A Testing Objective: 508 Compliance testing
SOO 6.6.2 Tier 3 Support – Business Applications	Initial response Follow up communications / updates The average time for handling each type of incidents (by criticality) The percentage of incidents handled within agreed target times Number and percentage of incidents reopened (as a percentage of total) Customer Satisfaction	4 working hours 4 working hours Critical – 4 business hours Medium – 8 business hours Low – 5 business days 95% < 5 or < 3% 85% or higher (based on survey ratings)	Objective: Remedy ITSM Reports Subjective: Customer Surveys
SOO 7.1 Security Services Program Support	ISS policy, procedure and process compliance with Federal and NASA information security standards	100% compliance	Subjective: Audit of random sampling of policies, procedures and related documentation
SOO 7.2 Vulnerability	number of high risk vulnerabilities found	< 3 (for a given system boundary)	Objective: Scanning tool reports, manual

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Table 10-1. PWS SLA Metrics and targets mapped to the SOO Objectives

Service Description	Metric(s)	Target	Method of Measurement
Scanning	% of false positives	<10%	checks of vulnerabilities found by the tools
SOO 7.3 Patch Management	% Patch coverage per IP Subnet % Critical patch coverage per IP Subnet Number of devices having problems after patching Number of applications having problems after patching	> 75% > 90% < 20 < 10	Objective: Patchlink server reports, Remedy ITSM reports
SOO 7.4 Incident Response and Resolution	% of virus related incidents (compared to viruses destroyed) % of incidents reported to NASIRC within 2 hours of identification Compliance to NPR 2810.1A and Federal Incident escalation directives	< 5% 100% 100%	Objective: Remedy ITSM Subjective: 100% procedure audit
SOO 7.5 Identity Management Service	GSFC business system and application integration with secure identity authentication Incident reporting (lack of use of agency approved encryption for SBU materials)	Meet 100% integration milestones Report incidents to Information Technology Security Managers within 48 hours.	Objective: Excel Spreadsheets Subjective: 100% audit
SOO 8 Solutions for Enterprise-Wide Procurement Program (SEWP) Support	Meet or exceed strategic objectives set Overall customer growth Current customer loss	Meet or exceed 50% of strategic objectives set At least 10% increase of customers Less than 5% customer loss	Objective: ACD Data, manual tracking via reports

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Table 10-1. PWS SLA Metrics and targets mapped to the SOO Objectives

Service Description	Metric(s)	Target	Method of Measurement
	Non-compliant order processing Phone calls answered in three rings Phone messages returned within four hours the following day Emails replied within four hours Increase in vehicle usage (sales) in the three months following major initiatives	0% >90% of the time >95% of the time >95% of the time 5%	
SOO 8.2 Financial Management Support	Accuracy of data entered Accuracy of budget reports Number of occurrences of budget overruns	100% accurate, 95% of the time 100% accurate, 95% of the time >1 per quarter	Objective: Financial tools, financial audits
SOO 9.I Policy Implementation	% of applications and systems compliant with NASA policies in accordance with the baseline requirements specifications % of applications certified and accredited in accordance with Federal OMB directives and FISMA compliance	100% 100% of applications and systems undergone C&A every 3 years or after a major development change	Subjective: Random sampling system audits Objective: Security audits/ C&A Results
SOO 9.2 Risk Assessment and Mitigation	% of applications and systems have up-to-date Risk Assessments completed and documented	100%	Objective / Subjective: Bi-annual Security audits/ self assessments C&A every 3 years or after a major de-

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Table 10-1. PWS SLA Metrics and targets mapped to the SOO Objectives

Service Description	Metric(s)	Target	Method of Measurement
	% of applications and systems have up-to-date Security Plans defined with a list of Security Controls to adequately protect the information	100%	velopment change
SOO 9.3 Program Management and Control	Customer Satisfaction	> 85%	Subjective: Based on survey rankings sent to either CO, COTR, ITCD Management or Task Monitors
SOO 9.3.2 Transition Planning and Assessment	Percentage of effective implementations of the new task orders (in terms of transition of people, tools and process implementation)	>90%	Subjective: Per customer evaluations
SOO 9.3.3 Human Resources Management	% of positions filled % of staff at planned training and competency levels	> 90% within 30 days > 85%	Objective: Excel Spreadsheets
SOO 9.3.4 Schedule Management	% of projects on schedule % of contract deliverables submitted on time	90% of projects within 5% schedule variance 95%	Objective: MS Project
SOO 9.3.5 Metrics and Service Level Agreement (SLA) Reporting and Management	Timely metrics and SLA report submission	100% of metric and SLA reports delivered on time	Objective: Keeping track of deliverables against schedule
SOO 9.3.6 Quality Assurance	Metrics and SLAs accurately depict quality of services delivered	At least 90% accurately	Objective: Compare customer satisfaction survey results with SLA/metric outcomes
SOO 10 Initial Transition	% of selected incumbents capture	> 97%	Objective: Excel Spreadsheets, MS Project

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Table 10-1. PWS SLA Metrics and targets mapped to the SOO Objectives

Service Description	Metric(s)	Target	Method of Measurement
	% of opened positions filled	> 90%	
	% of personnel undergone orientation	100%	
	% of IAGP inventoried and transferred successfully	100%	
	% of Task Plans submitted on time	100%	
	% of Transition Deliverables (e.g. plans) submitted on time	100%	
	Knowledge Transfer documented and successful	Across all transitioned Task Orders	
SOO 11 Surge Support	Staffing	Satisfy qualified staff to meet surge requirements for at least 90% of the required positions	Objective: Excel Spreadsheets
SOO 12 Operational Constraints	Project Milestone Adherence	Meet 99% of all CCB approved milestones (SRR, PDR, CDR, TRR, ORR) for each project's baselined schedule and achieve customer satisfaction with quality of deliverable	Objective: Excel Spreadsheets
	Project Requirements Conformance	100%	Subjective: Audits

Table 10-2. PWS Performance Measures and Metrics mapped to the SOO Objectives

Service Description	Metric(s)	Target	Method of Measurement
SOO 5.1 IT Service Portfolio	Business Mission Alignment	% of projects and services aligned directly to business objectives and measured by clear impact on Key Performance Indicators (KPIs) associated with that objective	Subjective: Manual audits
SOO 5.2 Increase	Value realized	% of projects and services deliver-	Subjective: Manual au-

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Table 10-2. PWS Performance Measures and Metrics mapped to the SOO Objectives

Service Description	Metric(s)	Target	Method of Measurement
Operational Efficiency		ing projected value to the business	dits
SOO 5.7 Reduce Costs	Projects focused on cost reduction Cumulative annual savings	Percentage of projects focused on cost reduction Cumulative annual savings (in percentage of total IT budget) from cost reduction activities	Objective: Project documentation audits and financial tool reports
SOO 6.1.3 Enterprise System Administration – Tier 2 and 3 Support	Number of incidents Breakdown of incidents Backlog size Number of system problems Known Errors Added to the KEDB	Total number of incidents reported in a current reporting period Breakdown of incidents at each stage (e.g. logged, initial response, closed, etc.) The size of current incident backlog Total number of system problems recorded and/or resolved in a current reporting period The number of Known Errors and resolutions added to the KEDB	Objective: Remedy ITSM Reports, KEDB reports
SOO 6.1.4 Enterprise System Hosting	Number of concurrent users	Average daily/weekly throughput levels for each individual system	Objective: Existing management tools and the proposed NETIQ Suite (AppManager for Cross Platform Systems Management)
SOO 6.1.5 Enterprise Data Center Services	Mean-time-between-failure (MTBF) Mean-time-to-repair (MTTR) Mean-logistics-delay-time (MLDT)	The average interval of system uptime during the defined time period, in hours The average system downtime, excluding logistics delays such as waiting for spare parts or maintenance personnel, in hours The average time spent waiting for spare parts or maintenance personnel once a failure has occurred, in hours	Objective: System Administration tools, logs
SOO 6.1.7 Systems/Services Monitoring and Maintenance	Performance Events	Number and percentage of events indicating performance issues (e.g. growth in the number of times an application exceeded it's transaction thresholds)	Objective: Existing management tools and the proposed NETIQ Suite (AppManager for Cross Platform Systems moni-

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Table 10-2. PWS Performance Measures and Metrics mapped to the SOO Objectives

Service Description	Metric(s)	Target	Method of Measurement
			toring and maintenance)
	System Availability Events	Number and percentage of events indicating potential availability issues (e.g. failovers to alternate servers)	
	Event Types	Number and percentage of each type of event per platform or application, by category or significance	
SOO 6.1.8 Enterprise Database Administration Services	Concurrent database transactions	Average Number of concurrent database transactions, identify peak times	Objective: Remedy ITSM, Database Administration Tools
	Capacity	% of Database Capacity Utilization	
	Transaction Response	Database Transaction Response Times	
	Number of incidents	Total number of database related incidents	
	Incident types and stages	Breakdown of incidents at each stage (e.g. logged, initial response, closed, etc.)	
	Incident backlog	The size of current database related incident backlog	
SOO 6.5.6 Inventory Management	Inventory Audit Time Savings	% of time saved during the inventory audits due to the implementation of the inventory and asset management system	Objective: Excel Spreadsheets
SOO 6.6.2 Business Application Development and Tier 3 Support	Maintenance vs. New Development workloads	Percent of work (days) spent on maintenance tasks (vs. new development tasks)	Objective: MS Project, Remedy ITSM
	Number of incidents	Total number of application related incidents by type and category	
	Incident backlog	The size of current application incident backlog	

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Table 10-3. Metrics based on the Quality Surveillance Plan

Quality Surveillance Area	Desired Outcome	Metric(s)	Standard / Goal	Method of Measurement
System Maintenance	Avoid and/or minimize system downtime and the loss of service to user community	Timeliness: mean-time-between-failure (MTBF) - the average interval of system uptime during the defined operation; mean-time-to-repair (MTTR), defined as the average system downtime, excluding logistics delays such as waiting for spare parts or maintenance personnel; mean-logistics-delay-time (MLDT), defined as the average time spent waiting for spare parts or maintenance personnel once a failure has occurred.	Standard: Meet each particular system's RMA requirements (based on criticality of that system) Goal: Exceed each particular system's RMA requirements (based on criticality of that system)	Objective: Collect RMA data and trouble data Collect and review corrective actions in trouble ticket system
Information Technology Security	Prevent any security compromises, any corruption or loss of data, release of sensitive information	Quantity: Number of identified vulnerabilities and severity of each	Standard: All major vulnerabilities are remediated; 90% of all vulnerabilities are remediated Goal: all security vulnerabilities are remediated	Objective: Review compliance with Security Policies and related documentation; Certification and Accreditation; Vulnerability Scans
Configuration Management Documentation	Ensure that all technical/schedule milestones are met and result in no interruption of services	Quality: Adherence to Configuration Management Plan	Standard: Current available baseline should be 99.5% up to date and compliant with the CM Plan Goal: Information should be 100% up to date and compliant with the CM Plan	Subjective: 100% inspection of all available baseline documentation - monthly
Control and Maintenance of Property	Prevent any loss or damage to equipment resulting in potential schedule impact	Quality:Accuracy of record keeping in a property management log	Standard: Property management log should be 99.5% up to date and compliant with Property Management Plan Goal: Information should be 100% up to date and compliant with the Property Manage-	Objective: 100% inspection of property logs – bi-monthly

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Table 10-3. Metrics based on the Quality Surveillance Plan

Quality Surveillance Area	Desired Outcome	Metric(s)	Standard / Goal	Method of Measurement
			ment Plan	
Safety	Ensure that there is no loss of work-time or equipment, with schedule of cost impact	Quality:Compliance with safety and health plan requirements	Standard: 99.5% compliance with safety and health plan requirements Goal: 100% compliance with safety and health plan requirements	Subjective: Bi-monthly inspections for compliance with safety and health plan requirements
Technical Documentation and Archiving	Technical documents are completed and accurate for each software development activity. Ensure no loss of knowledge of processes and results.	Quality:Accuracy and quality of information; compliance with SDLC standards	Standard: Information should be 99.5% up to date and accurate and 100% up to NASA applicable SDLC standards Goal: Information should be 100% up to date, accurate and up to NASA applicable SDLC standards	Subjective: 100% inspection of all documents delivered to ensure compliance Monthly inspections for accuracy and quality checks
Quality of Work Force	Maintain adequate staffing levels Ensure staff has adequate certifications, experience and expertise	Quantity: % of unstaffed positions Timeliness: Length of time to fill an opening Quality: Skill levels of staff	Standard: At least 95% staffed at all times 90% of openings filled within 30 days 100% of staff qualifications meet customer requirements Goal: 98% staffed at all times 100% of openings filled within 30 days Staff qualifications exceed customer requirements	Objective: Track budgeted vs actual staffing levels Objective: Track all openings and time to fill them Subjective: Routinely evaluate staff levels compared to the job description requirements and conduct any gap analysis (for training purposes)
Price	Avoid price overruns due to: a) Delay or deletion of other work b) Inability to meet data delivery requirements or NASA performance metrics c) Funding fluctuations	Quantity: Task actual costs vs. budget projections, ETC projections, variances	Standard: 95% of all tasks are under or on budget, no more than 2% over budget Goal: 100% of all tasks are either under or on budget	Objective: Weekly track actual costs, ETCs and variances for each tasks via ATOMs system. Report to COTR on monthly, quarterly and as required basis

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Table 10-3. Metrics based on the Quality Surveillance Plan

Quality Surveillance Area	Desired Outcome	Metric(s)	Standard / Goal	Method of Measurement
Process Controls	Ensure high quality of work products and minimize any potential schedule impacts	Quality: Adherence to key task/program processes; adherence to key NASA processes	Standard: 99.5% adherence to key processes Goal: 100% adherence to key processes	Subjective: Monthly audits of a randomly selected processes
Continuous Risk Management	Conduct a Continuous Risk Management program that identifies, analyzes, tracks, mitigates, controls and reports on GUEST-related risks in order to ensure technical, cost, schedule and mission success.	Quality: Accuracy and up to date updates of the Risk tool/database; completeness of information (ensure that all risks have handling plans)	Standard: 99.5% of all risks are up to date and have handling approaches defined. 100% of critical risks are up to date and have handling approaches defined. Goal: 100% of all risks are up to date and have handling approaches defined	Subjective: Bi-weekly management reviews of all Risks
Quality Management	Ensure technical, cost, schedule, and mission success by providing high quality deliverables and services	Quality: Compliance with AS9100, Quality Management Systems – Aerospace – Requirements and CMMI®-SE/SW Capability Level 2	Standard: 99.5% compliance Goal: 100% Compliance	Subjective: Monthly audits
Schedule	Services and deliverables are provided in a timely manner and do not impact schedule or cost	Timeliness: % of deliverables / services delivered on time	Standard: 99% on time deliverables / services Goal: 100% on time deliverables / services	Objective: Track all deliverables, due dates and delivered dates either via a spreadsheet or MS Project Report progress via Management Reporting/Reviews
Organizational Conflicts of Interest (OCI) Avoidance Plan	Ensure that no unfair advantaged is gained when developing SOW/specs for use in future contracts	Quality: Compliance with OCI Avoidance plan	Standard: Make sure OCI Avoidance plan is incorporated into the contract	Subjective: Contract review.
Environmental	Prevent any environmental damage	Quality: Compliance with NASA Environmental Requirements	Standard: 95% compliance Goal: 100% compliance	Subjective: Monthly audits to ensure compliance
Export Control	Ensure no violations of ITAR	Quality: Technical Assistance Agreements are in accordance	Standard: 100% compliance	Subjective: Review of the Technical Assistance Agreements to ensure compliance

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Table 10-3. Metrics based on the Quality Surveillance Plan

Quality Surveillance Area	Desired Outcome	Metric(s)	Standard / Goal	Method of Measurement
		with NASA Export Control Program		

NOTE: Other Quality Surveillance Areas may be defined after the GUEST contract is awarded and this QAP will be updated accordingly at that time.

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