

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) →	RATING DO-C9	PAGE OF PAGES 1 370
2. CONTRACT NUMBER NNJ08JB01C	3. SOLICITATION NUMBER NNJ06162825R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED April 17, 2007	6. REQUISITION/PURCHASE NO. 4200162825(PL)(Y)
7. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office, Attn: Nancy Robb/BJ4 2101 NASA Parkway Houston, TX 77058-3696		8. ADDRESS OFFER TO (If other than above) NASA Lyndon B. Johnson Space Center Building 111, Mail Code D35 2101 NASA Parkway Houston, TX 77058-3696		

APPROVED
[Signature]
JSC PROCUREMENT OFFICER
DATE
12/10/07

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

SOLICITATION

9. Sealed offers in original and copies, as stated in Section L.8, for furnishing the supplies or services in the Schedule will be received at the place specified in Section L.8 until **2:30 P.M. local time on May 30, 2007.**

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

10. FOR INFORMATION CALL: →	A. NAME Nancy Robb/Alice Jean Pursell	B. TELEPHONE (NO COLLECT CALLS) AREA CODE: 281 NUMBER: 483-9044 EXT.: 483-9027	C. E-MAIL ADDRESS nancy.s.robbs@nasa.gov alice.j.pursell@nasa.gov
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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) →	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	01	04/30/07	04	05/22/07
	02	05/04/07		
	03	05/15/07		

15A. NAME AND ADDRESS OF OFFEROR Earth Resources Technology, Inc. 10810 Guilford Road, Suite 105 Annapolis Junction, Maryland 20701 TIN: 52-1849801 * DUNS: 090770967	15B. TELEPHONE NUMBER AREA CODE: 301 NUMBER: 361-0621 EXT.:	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Peter H. Li, President
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17. SIGNATURE <i>[Signature]</i>	18. OFFER DATE May 30, 2007
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT B.3	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) →	ITEM G.5
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY NASA Lyndon B. Johnson Space Center Financial Services Branch/LF2 Houston, TX 77058-3696	26. NAME OF CONTRACTING OFFICER (Type or print) Alice Jean Pursell, Contracting Officer
	27. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)	28. AWARD DATE 12/10/2007

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C.1 INTRODUCTION

This contract provides professional environmental support services to support the National Aeronautics and Space Administration (NASA) Johnson Space Center (JSC) in accomplishing its environmental program objectives in ensuring that JSC, and other specified locations, are in compliance with Federal, State, and local government applicable laws and agency requirements.

The Director, NASA JSC, is the designated owner, responsible official, and generator of record at the locations of services covered by this contract. The Director retains the responsibility for the establishment and accomplishment of the Environmental Program.

C.1.1 Scope

The environmental program at JSC consists of compliance, pollution prevention, restoration, stewardship, sustainability, and continual improvement.

The Contractor shall address and interpret all aspects of environmental laws and regulations in order to manage and implement the programs listed in this Statement of Work (SOW) to achieve and maintain compliance with applicable Federal, State and local environmental laws and NASA requirements. Attachment 1 contains the Acronyms used in this SOW. Attachment 2 lists the Personnel Training Guidelines, Certification Requirements, and Functional Job Descriptions required to perform the work described in this SOW.

This SOW contains both Performance Based and Indefinite Delivery Indefinite Quantity (IDIQ) requirements. The Performance Based portion is located in paragraphs C.2 through C.13. The IDIQ portion is located in paragraph C.14. Paragraph C.1 pertains to both Performance Based and IDIQ requirements. The items listed in the tables throughout the Performance Based portion are document deliverables and reference applicable JSC Data Requirements Descriptions (DRDs). All performance standards throughout the SOW are stated in italics. For purposes of this Contract, "immediately" or "immediate" means with no interval of time or delay.

C.1.2 Location of Services

The primary work areas for this contract are at JSC, Ellington Field (EF), and Sonny Carter Training Facility (SCTF), located in Houston, Texas. EF is approximately 8 miles from JSC. SCTF is approximately 3 miles from JSC. Occasionally work shall be performed at other locations within a 50-mile radius of JSC.

Work shall also be performed at the El Paso Forward Operating Location (EPFOL) located at the El Paso International Airport in El Paso, Texas. A full time presence at EPFOL is not required. The Contractor shall visit EPFOL at least twice a year and plan for two regulatory inspections per year. Other work

identified for EPFOL can be accomplished by fax, phone, or e-mail. The Contractor shall coordinate each EPFOL visit with the EPFOL Manager.

C.1.3 Description of Facilities

JSC is a less than 90-day accumulation industrial waste generator. JSC generates approximately 200,000 pounds of hazardous waste and 800,000 pounds of Class 1 non-hazardous waste per year. There are one container storage facility and seven tanks. JSC has numerous locations where wastes are accumulated in satellite accumulation areas. JSC conducts metal fabrication activities regulated under Texas Pollutant Discharge Elimination System (TPDES) regulations for discharge of storm water. Wastewater generated at JSC is discharged to the sanitary sewer for treatment off-site. JSC has approximately 40 permitted/registered air emission units with various record keeping and reporting requirements. JSC has a Clean Air Act Title V permit. JSC has 10 above-ground petroleum storage tanks with a combined capacity of approximately 133,000 gallons. Five tanks are registered with the state of Texas.

EF is a less than 90-day accumulation industrial waste generator. EF generates approximately 25,000 pounds of hazardous waste and 150,000 pounds of Class 1 non-hazardous waste per year. There is one container storage facility. EF has numerous locations where wastes are accumulated in satellite accumulation areas, including SCTF. Wastes are picked up from SCTF and transported by the Facilities Contractor or other contractors as determined by the Government to EF via non-public roads. EF conducts air transportation activities that are regulated under TPDES regulations for discharge of storm water. Wastewater generated at EF and SCTF is discharged to the sanitary sewer for treatment off-site. EF has three above-ground petroleum storage tanks, none of which require registration.

EPFOL is a small quantity industrial waste generator. There are two waste accumulation areas. EPFOL conducts air transportation activities regulated under TPDES regulations for discharge of storm water. Wastewater generated at EPFOL is discharged to the sanitary sewer for treatment off-site. EPFOL is a "minor source" of air pollution.

C.1.4 Hours of Operation

Unless otherwise directed by the Contracting Officer's Technical Representative (COTR), the Contractor's core hours of operation for JSC, EF, and SCTF shall be 8:00 a.m. – 5:00 p.m., Monday through Friday excluding Federal holidays. From time to time, the Contractor shall be required to perform services specified in this SOW outside the identified core hours to support NASA missions or other unforeseen events.

C.1.5 Reserved

C.1.6 Records and Reports

The Contractor shall maintain records and reports to substantiate that services have been accomplished, to support reviews, inspections and audits, and to comply with applicable laws and agency requirements.

The Contractor shall submit proposed changes to required records and reports for review and approval by the COTR. Upon completion of the Contract, the Contractor shall coordinate with the COTR regarding the transfer of records to the Government.

Records Management

The Contractor shall develop a regulatory and compliance deliverable database system to track all reports, compliance requirements, and internal recordkeeping requirements for all environmental activities performed in this Contract.

The Contractor shall maintain, preserve, and dispose of Contractor records in accordance with JSC Procedural Requirement (JPR) 1440.3 "JSC Files and Records Management Procedures" and applicable law and agency requirements. The Contractor shall maintain the JSC Environmental Records Index in the format and location as specified within the Index and shall complete records retirement actions in coordination with the COTR.

The Contractor shall ensure that all records conform with JPR 1440.3 and shall be immediately available upon request.

Reports, Plans, Notifications, and Submittals

Report requirements are contained in individual DRDs in Section J-1. Due dates are specified for each report. When the due date falls on a Saturday, Sunday, or holiday, the report is due by 9 a.m. on the next business day. For the purpose of this SOW, reports include plans, notifications, and other document submittals.

The Contractor shall ensure that reports are complete and accurate upon submittal to COTR. The Contractor shall ensure that corrections are made in time to allow for the Government to meet reporting deadlines. The Contractor shall develop reports and responses to follow-up inquiries in accordance with guidance or applicable laws and agency requirements. The Contractor shall submit reports in electronic and hard copy format unless otherwise directed by the COTR. The Contractor shall provide a copy of Plans in electronic .PDF format to allow for placement on website.

The Contractor shall provide an accompanying cover letter for reports to be submitted to a regulatory agency. The Contractor shall include a separate letter that includes a signed certification that all information contained in the report is accurate and complete and meets applicable law and agency requirements.

The Contractor shall ensure at least two (2) employees possess a valid State of Texas Environmental Electronic Reporting System (STEERS) Participation Agreement (SPA) for each STEERS module referenced in this SOW.

The Contractor shall follow guidance provided by STEERS Users Manual. If STEERS is not available, the Contractor shall use an alternative method prescribed by the Texas Commission on Environmental Quality (TCEQ). The Contractor shall provide immediate notification to the COTR and request an authorized NASA person to review and submit the information.

The Contractor shall ensure that all documents are complete and accurate when submitted to the COTR.

The Contractor shall submit all reports within the specified time frame.

The Contractor shall provide all documents in the requested or required format and type.

The Contractor shall provide all necessary background information with the report.

The Contractor shall provide updated reports for follow-up inquiries.

The Contractor shall ensure that at least two employees possess a valid SPA for each module at all times.

C.1.7 General Administrative Requirements

The Contractor shall exercise management, operational control, and retain full responsibility for performance requirements. The Contractor shall be responsible for reporting activities and progress as indicated in this contract and providing required reports. Contractor personnel may interface directly with other JSC personnel, including senior management and other contractor personnel.

C.1.7.1 Associated Contractors

JSC is a Government-owned, Government-operated installation. Government-Contractor and Contractor-Contractor partnering is essential to the success of JSC operations. Therefore, a Center Operations Directorate (COD) Associate Contractor Agreement (ACA) is required to ensure successful operations at JSC with the following internal support Contractors: Facilities, Custodial, Grounds, and Logistics. ACAs between other support Contractors may also be necessary for successful JSC operations.

C.1.7.2 Phase-In Plan

The Contractor shall perform phase-in in accordance with their Government-approved Phase-In Plan, DRD AN-1-2.

C.1.7.3 Resource Management

The Contractor shall develop, implement, maintain, and update a Contract Financial System which discretely tracks resources by unique project source and contract Work Breakdown Structure (WBS) and elements of cost including labor, overhead, and other direct costs, (i.e., travel and subcontracts) and indirect costs. The Contractor's financial planning system shall support the Government's budget process (i.e., Program Operating Plan (POP) and budget calls), and shall support special requests for budget impacts. The Contractor shall provide cost reporting in accordance with DRD AN-1-3, NASA Form (NF) 533 Cost and Data Reporting.

C.1.7.4 Meetings

The Contractor shall be prepared and available to meet with the Government and other contractors for working meetings. The Contractor shall conduct, facilitate, and participate in scheduled briefings, conferences, and meetings on any matters or programs within the scope of Contractor responsibility. The Contractor shall identify schedules, meeting locations, and meeting participants to the Government. The Contractor shall prepare, coordinate, and distribute agendas, minutes and materials to the Government.

The majority of meetings are on-site, but occasional travel to other locations may be required.

C.1.8 Limitations, Restrictions, or Other Exceptions

Limitations

The Contractor shall address questions, concerns, or problems that prevent compliance with the applicable permits, applicable laws, agency requirements or any terms of this SOW to the Contracting Officer (CO) and COTR immediately. The Contractor shall coordinate with the COTR on compliance issues pertaining to JSC facilities and contact with regulatory agencies.

Restrictions on performing maintenance, operations, and sample analysis

Maintenance and operations of environmental systems and equipment shall be conducted by the Facilities Contractor with regulatory oversight provided by the Environmental Support Services Contractor.

Exceptions

Except where otherwise specified, the Environmental Health Laboratory (EHL) provides sample containers and analyses for environmental samples collected as a requirement of this SOW at no cost to the Contractor.

Radioactive materials, medical and infectious wastes and materials, and explosives and pyrotechnics are not a part of this SOW.

C.1.9 Stop Work Authority

In cases of emergencies involving an imminent release to the environment or an emergency that appears to be immediately dangerous to life or health, the Contractor has the authority to order that the operation be stopped. The Contractor shall immediately inform the CO and the COTR of the incident and provide recommendations to alleviate the emergency conditions.

C.1.10 Safety and Health

The Contractor shall develop, implement, and maintain a Government-approved Safety and Health Plan in accordance with JPR 1700.1, JSC Safety and Health Handbook. The plan shall be prepared in accordance with DRD SA-1-1, Safety and Health Plan. The Contractor shall develop, status, and maintain monthly Safety and Health Metrics in accordance with DRD SA-1-2, Monthly Safety and Health Metrics.

C.1.11 Quality Management System (QMS)

The Contractor shall comply with the requirements of JPR 8553.1, JSC Environmental Management System (EMS), including referenced elements of the JSC QMS for internal systems. The Contractor shall implement internal quality processes that are compliant with the ISO 9001:2000, or most recent, standard for the following elements: control of documents; customer focus; internal communication; customer satisfaction; monitoring and measurement of processes; corrective action; and preventive action.

C.1.12 Environmental Management

The Contractor shall ensure that all work performed and equipment used to fulfill the requirements of this contract are in compliance with all Federal, State, and local regulations and public laws, and the following NASA JSC directives: JPD 8500.1, JSC Environmental Excellence Policy; JPR 8550.1, JSC Environmental Compliance Procedural Requirements; JPR 8553.1, JSC Environmental Management System Manual; CWI JE9W-06, EMS Aspect/Impact Assessment and EMP Process; NPR 8570.1, Energy Efficiency and Water Conservation; JSC's Energy and Water Conservation 5-Year Plan; and CWI J69W-03, Energy Conservation. The Contractor shall provide data and submit reports on sustainable acquisition, waste reduction activity, energy efficient product procurement, and ozone depleting substances in accordance with DRD AN-1-4, Environmental and Energy Consuming Product Compliance Reports.

The Government remains the owner and operator of record for all environmental activities conducted at NASA owned properties unless otherwise documented in a signed agreement between NASA and the Contractor. The Contractor is advised that activities performed at JSC and associated facilities are subject to Federal, State and local regulatory agency inspections to review compliance with environmental laws and regulations. For on-site issues, JSC's Environmental Office will be the single point of contact with Federal and State regulatory agencies and their representatives unless otherwise directed by the Contracting

Officer. The Contractor shall immediately notify the JSC Environmental Office when contacted by external regulatory agency representatives and shall cooperate fully. The Contractor shall complete, maintain, and make available to the Contracting Officer, JSC Environmental Office, JSC Energy Manager, or regulatory agency personnel all documentation relating to environmental compliance matters under applicable laws. The Contractor shall immediately notify the JSC Environmental Office upon issuance of a Notice of Violation or noncompliance to the Contractor.

Should a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar regulatory agency notice be issued to the Government as a facility owner/operator on account of the actions or inactions of the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall fully cooperate with the Government in correcting any problems and defending against regulatory assessment of any civil fines or penalties arising out of such actions or inactions.

C.1.13 Information Technology (IT)

The Contractor shall comply with applicable NASA and JSC IT Policy Directives and the JSC Procedural Directive (JPD) 2800.4, JSC IT Program Management, and JPR 2810.1C, Johnson Space Center Information Technology Security Handbook.

C.1.13.1 Government Provided Computer Workstations

The Government will provide workstations to on-site Contractor personnel at JSC as identified in Section G.10(e) in this Contract. Additional workstations shall be the responsibility of the Contractor.

C.1.13.2 FAX Machine Transmission Capability

The Government will supply institutional FAX machine line connectivity only.

C.1.13.3 Data Entry Quality Control

The Contractor shall develop a quality control plan that measures the accuracy of data input into environmental data systems.

C.1.13.4 Applications, Protocols, IT Systems

The Contractor shall use only JSC-standard applications, protocols, or IT systems for use in this contract, unless prior authorization is obtained from the COTR.

C.1.13.5 Contractor-Provided Systems

The Contractor shall use existing NASA systems in the performance of this contract unless otherwise specified.

C.1.13.6 Contractor IT Security Responsibilities

The Contractor shall ensure that IT systems used in the performance of this contract meet the requirements in JPR 2810.1C, Johnson Space Center Information Technology Security Handbook, and JPD 2800.4, Johnson Space Center IT Program Management. The Contractor shall designate primary and alternate points of contact that shall be responsible for mitigating any IT system failures that may occur in the performance of this contract.

C.1.13.7 Contractor Computer Security Manager

The Contractor shall appoint a Computer Security Manager (CSM) in writing to the COTR. The Contractor CSM will attend and participate in IT security meetings that are identified for this contract for the purpose of ensuring Contractor compliance with the JSC IT Security Program.

C.1.13.8 Risk Assessment/Security Plans Support

The Contractor shall provide support to the Center Operations Directorate CSM to review various security risk assessments security plans of new and major system configuration changes in accordance with the current version of the JPR 2810.1C, Johnson Space Center Information Technology Security Handbook and submit to the Center Operations Directorate Computer Security Official (CSO).

C.1.13.9 IT Training

The Contractor shall ensure that all contractor personnel at JSC with access to PC workstations have completed the annual IT Security Training in accordance with NASA Procedural Requirement (NPR) 2810.1A, Section 4.3.1.1, Security of Information Technology. New employees who will require access to JSC IT resources shall take the Basic IT security training within 15 days of obtaining JSC IT System access.

C.1.14 Performance Metrics and Workload Data

The Contractor shall develop, provide a status of, and maintain Government-approved Contract Performance Metrics and Workload Data in accordance with DRD AN-1-5, Performance Metrics and Workload Data. The Contractor shall ensure performance metrics effectively indicate the level of success. The Contractor shall ensure workload data accurately records the work performed.

C.1.15 Emergency Preparedness

The Contractor shall develop and implement an Emergency Preparedness Plan in accordance with DRD AN-1-6, Emergency Preparedness Plan, to ensure compliance with JSC's Emergency Preparedness Plan. The Contractor shall support Hurricane/Severe Weather Plan activities related to JSC's Environmental Management Program.

C.1.16 Facilities Management

The Contractor shall designate an Alternate Facility Manager (FM) for each government facility where they are the predominant occupant to ensure FM

duties are performed. The Contractor shall perform Alternate FM duties in accordance with JC9W-06, Facility Manager Program. The Contractor shall coordinate their applicable Contractor operations with the NASA FM for Government and Contractor occupied facilities. The Contractor shall conduct quarterly safety inspections of all facilities occupied by the Contractor.

C.1.17 Vehicle Management and Regulations

The Contractor shall ensure that employee's private vehicles are not used when collecting samples or using government equipment. The Contractor shall ensure that Contractor vehicles used in the performance of the SOW comply with JSC 27996, Vehicle Code.

The Contractor shall ensure Government-provided vehicles comply with applicable goals and requirements in accordance with Executive Order (EO) 13149 and the Energy Policy Act of 2005 (EPAAct).

The Contractor shall ensure drivers have the proper valid U.S. driver license appropriate to the driving activities they will perform in support of this contract.

C.1.18 Personnel Training and Certification Requirements

The Contractor shall, at a minimum, provide and maintain a fully trained, qualified and certified (where required) work force to support the functional job descriptions stated in Attachment 2.

NOTE: NASA may restrict the site access of any employee, or prospective employee, identified as a potential threat to the health, safety, security, or operational mission of the installation and its personnel.

C.1.18.1 Training and Certification

The Contractor shall establish and maintain training and certification plans designed to meet the requirements of this SOW to ensure the Contractor work force is trained and certified in the required field of specialization. The Contractor shall establish and maintain training records for personnel including training manuals and documentation of certification and periodic recertification of personnel, and they are available at all times for COTR review.

C.2 ENVIRONMENTAL MANAGEMENT AND COMPLIANCE ASSURANCE

The Contractor shall administer the elements of the JSC EMS and Environmental Compliance Assurance Program for the purpose of complying with applicable laws and agency requirements.

C.2.1 Provide Technical Assistance

The Contractor shall provide comprehensive, accurate and timely assistance to JSC, EF, SCTF and EPFOL contractor, civil service and JSC Environment Office employees regarding environmental requests and inquiries for the purpose of maintaining compliance with environmental programs identified in the SOW. The Contractor shall provide a single point of contact for inquiries from JSC, EF, SCTF and EPFOL.

C.2.2 Training

The Contractor shall locate third party environmental training services for civil servant and contractor personnel at JSC, EF, SCTF and EPFOL for the purpose of maintaining compliance with applicable environmental laws and agency requirements.

The Contractor shall evaluate existing training materials. The Contractor shall recommend third party training services or development of training materials (classroom and on-line courses) for the most effective and economical approach to accomplish the prescribed training. The Contractor shall submit the recommendation to provide third party training services or the development of training materials to the COTR for approval.

The Contractor shall submit recommendations to the COTR within 30 days of contract start date.

The Contractor shall submit drafts of training materials to the COTR for approval within 90 days of contract start date. Once approved, the Contractor shall submit 80 percent of the training materials within 60 days of COTR approval. The Contractor shall submit the remaining 20 percent within one year of contract start. The Contractor shall ensure that training materials are updated annually to remain current with applicable environmental laws and JSC-specific procedures and policies.

The Contractor shall submit 80% of the training materials within 60 days of COTR approval. The Contractor shall ensure that 100 percent of training materials are updated annually to remain current with applicable environmental laws and JSC-specific procedures and policies.

The Contractor shall provide environmental training for JSC employees. The Contractor shall submit the Training Report.

The Contractor shall ensure training effectiveness by evaluating every course and maintaining an average score of at least 4 out of 5 for 90 percent of course evaluation surveys each quarter.

The Contractor shall maintain the Environmental Learning Center database, which is accessible through the Environmental Office website

(<https://www6.isc.nasa.gov/ja/ja13/training/index.cfm>). This includes the environmental training matrix, course catalog, training schedule and history of personnel training. The Contractor shall update the Environmental Learning Center within 15 working days of changes. The Contractor shall provide advertisement to encourage class attendance.

The Contractor shall update the JSC Environmental Training Plan. The Contractor shall update the JSC, EF and EPFOL RCRA Training Plans and include them as appendices to the JSC Environmental Training Plan.

C.2.3 Awareness and Communication

The Contractor shall develop and implement an environmental awareness and communication program in support of the environmental stewardship goals per JPD 8500.1, JSC Environmental Excellence Policy, NPR 8500.1, NASA Environmental Management, and JPR 8553.1 JSC Environmental Management System Manual. The Contractor shall provide general environmental information to JSC, EF, and SCTF civil servant and contractor employees and the public.

C.2.3.1 Internal

The Contractor shall develop an internal awareness and communication program to promote environmental stewardship among JSC, EF, and SCTF civil servant and contractor employees.

The Contractor shall provide updates to the Environmental Office's website content on a quarterly basis. The updates shall be submitted to the COTR for review and approval before posting to the site.

The Contractor shall prepare and submit to the COTR for review a quarterly environmental newsletter for publication on the Environmental Office's website. The newsletter shall consist of a minimum of four articles plus an update on JSC's recycling metrics.

The Contractor shall participate in the promotion and operation of a booth or other display and display items (posters, information, handouts) for the following on-site activities each year: Texas Recycles Day, Open House, Safety and Total Health Day, Spring Safety Fair and Earth Day.

C.2.3.2 External

The Contractor shall develop an external awareness and communication program to highlight JSC's achievements, to foster partnerships, and to meet the Community Outreach criteria under the EPA Performance Track program.

The Contractor shall develop and make recommendations to implement a JSC, EF, and SCTF community involvement program.

The Contractor shall participate in the promotion and operation of a booth or other display and display items (posters, information, handouts) for off-site activities each year, such as Renewable Energy Roundup (Fredericksburg TX) and Galveston Bay Day (Houston area).

C.2.4 Awards

The Contractor shall identify projects worthy of nomination for pollution prevention awards, including the President's Closing the Circle Award, Texas Environmental Excellence Award and NASA's Blue Marble Award.

The Contractor shall prepare and submit to the COTR the nomination applications for environmental awards for civil servants and contractors.

The Contractor shall maintain a list of individuals or teams at JSC, EF, and SCTF with a summary of their activities that exemplify outstanding environmental leadership.

C.2.5 Environmental Management System

The Contractor shall assist in the administration of the EMS for JSC, EF, SCTF and EPFOL. The Contractor shall perform analysis, planning, assessments and sustaining activities in support of the EMS program.

The Contractor shall track and trend EMS metrics for the purpose of measuring the performance of the EMS, monitor and track the Objectives, Targets, and Environmental Management Programs (EMPs) to meet EMS requirements, coordinate the annual review and update of EMPs by the EMP Managers to ensure information is accurate and current, and participate as a member of EMP working groups to contribute to EMP implementation. The Contractor shall review, update and submit JPR 8553.1, JSC Environmental Management System, JPR 8550.1, JSC Environmental Compliance Procedural Requirements, JE9W-06, EMS Aspect/Impact Assessment and EMP Process, JE1W-01, Environmental Legal and Other Requirements, and JE17W-01, Conducting and Participating in Internal EMS Audits.

The Contractor shall serve as EMS Aspects Control Database administrator for the purpose of providing access to the database. The Contractor shall review and validate the information contained in the database on an ongoing basis for the purpose of ensuring accuracy. The Contractor shall coordinate the "annual review and update of database" by the users. The Contractor shall develop and submit the Environmental Impacts Summary report.

The Contractor shall ensure that the Report conforms to the requirements of Section C.1.6.

The Contractor shall provide a three day EMS internal auditor training course to a maximum of 15 JSC employees on an annual basis to ensure an adequate pool of available auditors is maintained.

The Contractor shall provide auditor training on an annual basis. The Contractor shall ensure training effectiveness by evaluating every course and maintaining an average score of at least 4 out of 5 for 90 percent of course evaluation surveys each year.

The Contractor shall prepare for and participate in internal and external EMS audits and assessments to minimize non-conformances. The Contractor shall provide three trained auditors to participate in EMS internal audits using Common Work Instruction (CWI) JE17W-01, Conducting and Participating in Internal EMS Audits. The Contractor shall provide assistance in correcting non-conformances identified during internal and external EMS audits and assessments.

The Contractor shall prepare and submit the EMS Metrics.

The Contractor shall ensure that 100 percent of metrics are accurate and submitted on-time.

C.2.6 Environmental Compliance Assurance Program

The Contractor shall implement a comprehensive Environmental Compliance Assurance Program for the purpose of minimizing enforcement liability to JSC facilities.

C.2.6.1 Regulatory and Environmental Procedure Review

The Contractor shall perform the review, interpretation, and applicability determination of new statutory and regulatory requirements and make recommendations for incorporation into existing JSC, EF, SCTF, and EPFOL policies, plans, procedures for the purpose of continually maintaining compliance. The Contractor shall prepare and submit the Regulatory Review Summary to the COTR on a monthly basis.

The Contractor shall draft new and review existing environmental procedures and work instructions necessary to assist JSC in managing the environmental programs. The Contractor shall draft updates and coordinate comments with the Environmental Office.

The Contractor shall ensure that the reports and procedure updates conform to the requirements of Section C.1.6.

C.2.6.2 External Compliance Reviews and Inspections

The Contractor shall prepare for and participate in compliance reviews and inspections at JSC, EF, SCTF and EPFOL. The Contractor shall utilize the JSC

Environmental Problem Reporting System (JEPRS) to document deficiencies, violations, or non-compliances.

The Contractor shall conduct 100% of pre-inspection reviews and ensure that corrective actions are initiated prior to external inspection. The Contractor shall escort inspectors 100% of the time.

NOTE: Typical reviews and inspections at JSC and EF are 2 to 3 days in duration, 1 day or less at EPFOL. Once every 3 years NASA Environmental Functional Reviews (EFR) occur and last up to 5 days. (The next reviews are scheduled for Calendar Year (CY) 2007 and 2010).

C.2.6.3 Internal Compliance Assessment Program

The Contractor shall arrange for independent assessments of environmental programs at JSC, EF, SCTF, and EPFOL for the purpose of evaluating compliance as required by NPR 8553.1, NASA Environmental Management System. Only personnel possessing Texas-specific knowledge in appropriate subject matter shall perform assessments. The COTR will determine inspection protocols and programs to be assessed each year. The Contractor shall document the results in a report and submit to the COTR.

The Contractor shall ensure that the Report conforms to the requirements of Section C.1.6.

NOTE: Independent assessments consist of 13 environmental media programs following the U.S. Army Corps of Engineers CERL TEAM Guide.

C.2.6.4 Building Inspection Program

The Contractor shall conduct Environmental Compliance Inspections of JSC buildings. The Contractor shall coordinate inspections with the Institutional Safety Contract and Occupational Medicine Occupational Health (OMOH) Contract and conduct them in accordance with JSC procedures. The Contractor shall submit a narrative report to the COTR and FM.

C.2.6.5 Actions Resulting From Environmental Non-Compliances

The Contractor shall notify, mitigate, investigate and document environmental non-compliances within the scope of the paragraphs C.1 through C.13 for the purpose of correcting the non-compliance.

The Contractor shall notify the COTR and affected parties within 24 hours of discovery by phone, email or fax of regulatory non-compliances.

The Contractor shall immediately initiate appropriate action to mitigate the non-compliance when mitigation activities are within the scope of the paragraphs C.1 through C.13. When the type of work is outside the Performance Based scope,

then the Contractor shall develop and submit a Recommended Plan of Action to correct the non-compliance.

If required, the Contractor shall execute the plan of action in accordance with H-1 and Section C.14 Special Support Services (IDIQ) upon receipt of an authorized delivery order.

The Contractor shall document environmental non-compliances in the JSC Environmental Problem Reporting System (JEPRS).

The Contractor shall accurately notify and document 100 percent of non-compliances within 24 hours of discovery.

C.2.6.5.1 Administering JEPRS

The Contractor shall administer JEPRS in accordance with the problem reporting procedure to document the actions resulting from environmental non-compliances. The Contractor shall update the database within 1 working day of receipt of information. The Contractor shall track and trend data in the problem reporting system quarterly for the purpose of identifying commonality and systemic problems.

The Contractor shall accurately enter a minimum of 90 percent of non-compliances into the database within one working day of identification. The Contractor shall track and trend 100 percent of identified non-compliances quarterly.

C.2.7 Environmental Management and Compliance Assurance Reports, Plans, Notifications, and Submittals

The Contractor shall submit the following reports and plans required for environmental management and compliance assurance as required in Section J, DRD EN-2-2 Environmental Management and Compliance Reports.

Section	Title	Frequency	Due Date
C.2.2	JSC Environmental Training Plan	Annual	Sept 1
C.2.2	Recommendations for Training Materials	One time	Within 30 days of contract start
C.2.2	Training Materials	Annual	Draft material due within 90 days of contract start date; 80% of training materials due within 60 days of COTR approval; remaining 20% of training materials due within 1 year of contract star

STATEMENT OF WORK

SECTION C

			Jan 1 thereafter
C.2.2	Training Report	Quarterly	Jan 1, Apr 1, Jul 1, Oct 1
C.2.3.1	Environmental Website Updates	Quarterly	Jan 1, Apr 1, Jul 1, Oct 1
C.2.3.1	Environmental Newsletter	Quarterly	Jan 1, Apr 1, Jul 1, Oct 1
C.2.4	Awards	Annual	As required by award
C.2.5	EMS Metrics	Semi-annual	Jan 10, Jul 10
C.2.5	Environmental Impact Summary	Annual	Oct 15
C.2.5	JPR 8553.1, JSC Environmental Management System	Annual	Oct 15
C.2.5	JPR 8550.1, JSC Environmental Compliance Procedural Requirements	Annual	Oct 15
C.2.5	JE9W-06, EMS Aspect/Impact Assessment and EMP Process	Annual	Oct 15
C.2.5	JE1W-01, Environmental Legal and Other Requirements	Annual	Oct 15
C.2.5	JE17W-01, Conducting and Participating in Internal EMS Audits	Annual	Oct 15
C.2.6.1	Regulatory Review Summary	Monthly	15 th of the month
C.2.6.1	Environmental Procedures and Work Instruction Updates	Two per month	15 th of the month
C.2.6.3	Internal Compliance Assessment Report	6 per year in non-EFR years	Within 45 days of assessment completion
C.2.6.4	Building Inspection Report	As required	Within 15 days of building inspection
C.2.6.5	Recommended Plan of Action	As required	Within 3 work days of non-compliance

C.3 WATER POLLUTION CONTROL AND PREVENTION

The Contractor shall perform technical and regulatory activities, analyses, and oversight for the purpose of complying with applicable laws and agency requirements governing the control of waste water discharge and water supply, which include sanitary sewer discharges, storm water discharges, oil pollution prevention, wetlands protection, and drinking water. The Contractor shall perform regulatory oversight of impoundment operation and maintenance activities.

C.3.1 Sanitary Sewer Industrial Discharge Management Plan (SSIDMP)

The Contractor shall annually update and submit the existing SSIDMP for JSC, EF, SCTF and EPFOL to accurately reflect current configuration. The SSIDMP shall identify industrial-type discharges, sources regulated under pretreatment

regulations to include monitoring and reporting requirements, applicable sewer ordinance limits, and additional monitoring conducted. The Contractor shall update the list of industrial-type discharges in Appendix A of the SSIDMP to include new or changed discharges within 15 working days of identification.

The Contractor shall update Appendix A with new or changed discharges within 15 work days of identification. The Contractor shall ensure that the SSIDMP conforms to the requirements of Section C.1.6.

The Contractor shall perform sampling as described in the SSIDMP for the purpose of monitoring effluent quality for compliance with pretreatment regulations and sewer ordinance limits (JSC, EF, and SCTF Water Quality Permits). The samples shall be representative of the normal discharge. Samples shall be collected and submitted to the Environmental Health Lab for analysis of the parameters identified in the plan.

The Contractor shall perform the sampling identified in the SSIDMP according to schedule and shall ensure sampling results are accessible at all times.

The Contractor shall review analytical data to evaluate compliance with regulations. The Contractor shall evaluate potential risks of non-compliance and submit written recommendations in an Industrial Discharge Compliance Risk Evaluation and Recommendation Report.

The Contractor shall ensure that the Report conforms to the requirements of Section C.1.6.

The Contractor shall prepare and submit TPDES Pretreatment Reports.

The Contractor shall ensure that the Reports conform to the requirements of Section C.1.6.

The Contractor shall review the Sanitary Sewer Discharge Approval Request (JF1109) for new or modified discharges for compliance with requirements.

The Contractor shall complete reviews and findings and communicate them to the COTR within 1 week of receipt of request via e-mail.

C.3.2 Storm Water Pollution Prevention Plan Management

The Contractor shall update the JSC and EF Storm Water Pollution Prevention Plans (SWPPPs) as required by the TPDES Multi-Sector General Permit for Industrial Activities.

The Contractor shall ensure that SWPPPs conform to the requirements of Section C.1.6.

The Contractor shall conduct sampling, monitoring, inspections, and reviews required by the JSC and EF SWPPPs. Samples requiring quantitative analysis shall be collected and submitted to the Environmental Health Lab (EHL). The Contractor shall review monitoring results to determine compliance with permit requirements. The Contractor shall perform quarterly inspections of JSC and EF to determine compliance with the SWPPP requirements. The Contractor shall present quarterly reviews of the JSC and EF SWPPP implementation to the Storm Water Pollution Prevention Team.

The Contractor shall ensure that sampling, monitoring, inspections, and evaluations identified in the SWPPPs are completed according to schedule and results are accessible at all times.

The Contractor shall provide regulatory oversight of storm water drainage and secondary containment management performed by others. On a monthly basis, the Contractor shall inspect a minimum of fifteen secondary containments within 24 hours of the end of a rain event exceeding 0.10" of precipitation for the purposes of verifying removal of storm water and return of containment to normal configuration and evaluating containment condition and suitability. The Contractor shall perform an inspection of each identified containment at an interval not to exceed 12 months and maintain a current log of inspections.

The Contractor shall develop and submit the Comprehensive Site Compliance Evaluation Reports for JSC and EF. The Reports shall detail the site inspection and overall assessment of compliance and effectiveness of the JSC and EF SWPPPs. Report requirements are contained in the TPDES Multi-Sector General Permit for Industrial Activities.

The Contractor shall ensure that the Reports conform to the requirements of Section C.1.6.

The Contractor shall perform and document an annual review of activities at SCTF to determine validity of the "no exposure" exclusion.

C.3.3 Sedimentation and Erosion Control (SEC) Plan Management

The Contractor shall review the adequacy of SEC Plans associated with construction and maintenance activities and Construction Project SWPPP (for construction projects disturbing greater than 1 acre). The Contractor shall prepare and submit SEC Plan Review Reports.

The Contractor shall ensure that the Report conforms to the requirements of Section C.1.6.

The Contractor shall perform weekly inspections to determine compliance with SEC Plan/Construction Project SWPPP requirements and update the list of SEC Plans.

The Contractor shall perform accurate inspections weekly of active construction and maintenance projects.

NOTE: The SEC Plans and Construction Project SWPPPs are prepared by others. These are required for projects requiring de-vegetation or stockpiling of soil or similar materials at JSC.

C.3.4 Conditional No Exposure Exclusion

The Contractor shall perform a feasibility evaluation and develop a plan, including estimated costs, for JSC to achieve Conditional No Exposure Exclusion from TPDES permit requirements to be submitted to the COTR.

The Contractor shall ensure that the Plan conforms to the requirements of Section C.1.6.

C.3.5 JSC Storm Water Management Program (SWMP) and Notice of Intent (NOI)

The Contractor shall develop, implement and submit the JSC SWMP and NOI required under the TPDES Small Municipal Separate Storm Sewer System permit. The SWMP shall be developed within 4 months of permit issuance by TCEQ and include a schedule to achieve full implementation of the six required and seventh optional Minimum Control Measures within 3 years of SWMP development.

The Contractor shall ensure that the SWMP and NOI conform to the requirements of Section C.1.6.

C.3.6 Oil Pollution Prevention Program

The Contractor shall update and submit the JSC and EF Spill Prevention, Control, and Countermeasure (SPCC) Plans to comply with applicable laws and agency requirements and to address changes in oil storage, handling, and management practices and facilities. The Contractor shall review the SPCC inspection program conducted by others for compliance with the SPCC Plans.

The Contractor shall ensure that the Plans conform to the requirements of Section C.1.6.

The Contractor shall conduct annual surveys and document the survey results of aggregate oil storage capacity of SCTF and EPFOL to determine applicability of 40 CFR Part 112.

If requested, the Contractor shall develop SCTF and EPFOL SPCC Plans. This work will be ordered in accordance with H-1 and Section C.14 Special Support Services (IDIQ) upon receipt of an authorized delivery order.

C.3.7 Oversee Impoundment and Water Knives Cleaning

The Contractor shall oversee impoundment and water knives cleaning for the purpose of compliance with industrial sanitary sewer discharge limits.

C.3.7.1 Building 222 Cooling Water Impoundment

For annual cooling water impoundment cleaning, the Contractor shall sample waste water and sediment and submit to the EHL for analysis, review the analytical results, and determine appropriate disposal of wastewater. The Contractor shall determine the wastewater pumping rate based on pollutant concentrations and sanitary sewer ordinance limits. The Contractor shall disposition the sediment. This work shall be coordinated with the COTR and building users.

C.3.7.2 Building 10 Water Knives

For annual cleaning of the three water knives, the Contractor shall sample the sediment and submit to the EHL for analysis, review the analytical results, and disposition the sediment. This work shall be coordinated with the COTR and building users.

C.3.8 Wetlands Protection

The Contractor shall perform technical activities, analyses, and oversight for the purpose of complying with applicable laws and agency requirements governing wetlands protection. The Contractor shall document and submit the delineations to the COTR.

The Contractor shall ensure that the Delineations Reports conform to the requirements of Section C.1.6.

C.3.9 Drinking Water

The Contractor shall perform technical activities, analyses, and oversight for the purpose of complying with applicable laws and agency requirements governing the control of drinking water.

The Contractor shall review, update and submit the JSC Drinking Water Monitoring Plan to address regulatory changes and identified needs for modified monitoring locations or schedules.

The Contractor shall ensure that the Plan conforms to the requirements of Section C.1.6.

The Contractor shall conduct quarterly meetings to review the status of the JSC Public Water System including results of monitoring activities, summary of customer complaints regarding water quality, regulatory changes, and status of compliance with regulatory requirements.

NOTE: The Facility Management and Operations Division have primary responsibility for management of the JSC Public Water System with support from the Environmental Office and Occupational Medicine Branch.

C.3.10 Water Pollution Control and Prevention Reports, Plans, Notifications, and Submittals

The Contractor shall submit the following reports and plans required for the management of waste water discharge and water supply as required in Section J, DRD EN-2-3 Water Pollution Control and Prevention Reports.

Section	Title	Frequency	Due Date
C.3.1	Sanitary Sewer Industrial Discharge Management Plan	Annual	Oct 1
C.3.1	Industrial Discharge Compliance Risk Evaluation and Recommendation Report	Quarterly	Jan 15, April 15, July 15, Oct 15
C.3.1	TPDES Pretreatment Reports	Semiannual	June 1, Dec 1
C.3.2	JSC Storm Water Pollution Prevention Plan	Annual	March 1
C.3.2	EF Storm Water Pollution Prevention Plan	Annual	March 1
C.3.2	JSC Storm Water Comprehensive Site Compliance Evaluation Report	Annual	Feb 15
C.3.2	EF Storm Water Comprehensive Site Compliance Evaluation Report	Annual	Feb 15
C.3.3	SEC Plan Review Report	20 per year	10 days from receipt of plan
C.3.4	Conditional No Exposure Exclusion Feasibility Evaluation	One time	12 months after Contract start
C.3.5	Storm Water Management Program	One time	Within 4 months of permit issuance
C.3.5	Notice of Intent MS4	One time	Within 4 months of permit issuance
C.3.6	JSC Spill Prevention, Control, and Countermeasure Plan	Annual	Jan 31
C.3.6	EF Spill Prevention, Control, and Countermeasure Plan	Annual	July 31
C.3.8	Wetlands Delineation Reports	As Required	10 days from completion of delineation
C.3.9	JSC Drinking Water Monitoring Plan	Annual	May 31

C.4 AIR QUALITY PROGRAM

The Contractor shall perform technical and regulatory activities, analyses, and oversight for the purpose of complying with applicable laws and agency requirements governing air quality.

C.4.1 Air Emission Source Requirements

The Contractor shall verify and validate that stationary air emission sources at JSC, EF, SCTF, and EPFOL are permitted.

C.4.1.1 Maintain Air Emission Source List

The Contractor shall maintain a current Air Emission Source List at JSC, EF, SCTF and EPFOL. The list shall include permanent installed sources and temporary activities that remain on site for less than 180 consecutive days, such as surface coating projects, boilers or generators. The Contractor shall verify or identify the location of each emission source by its Universal Transverse Mercator (UTM) coordinates.

NOTE: There are currently 100 JSC sources; 50 EF sources; 20 SCTF sources; 6 EPFOL sources

The Contractor shall notify the COTR upon discovery of new or modified air emissions sources, tag the air emissions source, and add source to Air Emission Source List within 2 days.

The Contractor shall ensure that 100 percent of notifications are accurately reported and documented on-time.

Upon discovery of new or modified air emissions sources, the Contractor shall evaluate regulatory requirements and impact on collective site-wide Potential to Emit (PTE) calculations and communicate findings to the COTR via email.

The Contractor shall ensure that regulatory requirements and impacts are accurately evaluated and communicated to the COTR via email within 2 weeks of discovery.

C.4.1.2 Maintain Air Emission Source Tags

The Contractor shall annually verify and validate that listed air emission sources at JSC, EF, and SCTF are accurately and legibly tagged. The Contractor shall create new tags, replace missing, inaccurate, or illegible tags, and remove tags from retired or decommissioned equipment. The Contractor shall develop and submit the Summary of Air Emission Tag Inspection Reports. The reports shall detail the site inspection with a listing of Air Emission Source Tags at JSC, EF, and SCTF, identified as new, existing, replaced, or removed tags.

The Contractor shall ensure that 100 percent of air emission sources have legible and accurate tags within 30 days of inspection.

C.4.1.3 Permit-By-Rule (PBR) Compliance

The Contractor shall retrieve records from sources identified in the PBR Binders and perform technical analysis monthly to ensure sufficient information exists to determine compliance with requirements of the PBR for any consecutive 12-month period.

The Contractor shall complete technical analyses of records on a monthly basis and results are accurate and accessible at all times.

The Contractor shall verify and validate that PBR sources have been identified and are accounted for in the PBR Binders for JSC, EF, SCTF and EPFOL, and confirm the appropriate PBR version/date is claimed for each source (based on source construction date). The Contractor shall prepare and submit PBR Binder Updates.

The Contractor shall ensure that the Binders conform to the requirements of Section C.1.6.

The Contractor shall add newly identified sources and develop emission calculations to confirm PBR applicability.

NOTE: The PBR Binders currently include combustion sources (e.g. small boilers, stationary engines), evaporation loss sources (e.g. surface coating, solvent cleaners, fuel transfers, oil/water separators), temporary maintenance facilities (e.g. jet engine test cell), battery abuse test facilities, ammonia scrubbers/ vents, laser processing, and electrolytic processing.

NOTE: Preparation of New Source Review (NSR) Permit applications and PBR registration packages for new sources will be ordered in accordance with H-1 and Section C.14 Special Support Services (IDIQ) upon receipt of an authorized delivery order.

C.4.2 Emission Event and Scheduled Start Up, Shut Down, and Maintenance Event (SSME) Notifications

The Contractor shall evaluate unplanned/unauthorized emissions, reportable emissions, and scheduled SSME for notification to TCEQ using STEERS.

For unscheduled events, the Contractor shall determine if the event is reportable and enter initial notification into STEERS no later than 24 hours after discovery.

For scheduled events, the Contractor shall enter initial notification into STEERS at least 15 calendar days prior to the activity. The Contractor shall coordinate with the Facilities Contractor for SSME notifications.

The Contractor shall enter 100 percent of events into STEERS accurately and on-time.

C.4.3 Maintain Air Emission Inventories

The Contractor shall perform emission calculations to quantify the actual emissions of criteria pollutants from stationary sources at JSC, EF, SCTF and EPFOL.

C.4.3.1 Monthly Air Emission Calculations

The Contractor shall update the Emissions Calculation Spreadsheet using data collected in C.4.

The Contractor shall ensure that calculations are completed on a monthly basis and that the Spreadsheet conforms to the requirements of Section C.1.6.

C.4.3.2 Annual Air Emission Inventory Update

The Contractor shall develop and submit Air Emissions Inventory Updates for JSC, EF and SCTF. The Contractor shall obtain a copy of Hazardous Materials Inventory from OMOH Contractor to calculate fugitive emissions.

The Contractor shall ensure that the Reports conform to the requirements of Section C.1.6.

C.4.4 Combustion Source Compliance

The Contractor shall perform regulatory oversight of combustion source operations performed by other on-site contractors to verify and validate compliance with Federal and State air quality regulations and JSC, EF, and SCTF's Air Quality Permits.

C.4.4.1 Building 222 ARCJET Boiler

The Contractor shall operate the Building 222 Continuous Emission Monitoring System (CEMS) to ensure compliance with permit requirements. The Contractor shall verify no later than 8:15 a.m. each work day that the CEMS Oxygen (O₂) and Nitrogen Oxide (NO_x) analyzers have passed calibration check.

The Contractor shall complete 100 percent of verifications on-time.

The Contractor shall plan for supporting a 10% contingency for critical, unplanned test activities on weekends.

In the event of calibration failure, the Contractor shall notify the COTR and shall submit emergency work order within 1 hour to the Facilities Contractor for CEMS repair.

The Contractor shall ensure that 100 percent of emergency work orders are submitted on-time.

The Contractor shall perform quality assurance activities consisting of annual CEMS Relative Accuracy Test Audit (RATA) and quarterly CEMS Cylinder Gas Audit (CGA).

The Contractor shall conduct 100 percent of quality assurance activities accurately and on-time.

The Contractor shall obtain Building 222 CEMS maintenance records from the Facilities Contractor and review the records for compliance with the permit.

The Contractor shall perform rolling average NO_x calculations weekly and collect boiler operation records and fuel usage data monthly.

The Contractor shall develop and submit the Subpart Db Compliance Report in accordance with the New Source Performance Standards (NSPS) and include RATA and CGA Reports.

The Contractor shall ensure that the Reports conform to the requirements of Section C.1.6.

NOTE: Facilities Contract is responsible for maintaining and repairing the CEMS.

C.4.4.2 Building 24 Central Heating and Cooling Plant Boilers

The Contractor shall obtain from the Facilities Contract the daily Building 24 Boiler Operating Log, diesel fuel delivery data, and results of fuel sulfur analysis. The Contractor shall update the Building 24 Boiler compliance spreadsheet monthly. The Contractor shall annually collect a sample of natural gas for total sulfur and hydrogen sulfide (H₂S) content to verify compliance with Air Quality Permits.

The Contractor shall develop and submit Subpart Dc Compliance Reports in accordance with the NSPS. *The Contractor shall ensure that the Report conforms to the requirements of Section C.1.6.*

NOTE: There are 365 log sheets provided by the Facilities Contract

C.4.4.3 Stationary Internal Combustion Engines

The Contractor shall verify and validate compliance for stationary diesel and natural gas combustion engines.

The Contractor shall update monthly the Stationary Engine Log with diesel engine run-time and fuel consumption information provided by Facilities Contract

and others. The Contractor shall monitor and review engine run-time by type of operation (i.e., emergency, testing, and maintenance) and calculate 12-month rolling averages to ensure that thresholds are not exceeded. The Contractor shall retrieve the run time each month for the five stationary natural gas engines at JSC and update the Stationary Engine Log.

The Contractor shall complete calculations on a monthly basis and shall ensure that results are accurate and accessible at all times.

The Contractor shall perform quarterly emission testing on stationary diesel engines that exceed ten hours run time in any month. Engines shall be tested for NOx and Carbon Monoxide using a Government-furnished Portable Combustion Gas Analyzer. The Contractor shall develop and submit the Stationary Diesel Engine Testing Reports on a quarterly basis.

The Contractor shall ensure that the Reports conform to the requirements of Section C.1.6.

The Contractor shall develop a written procedure for calibration and use of the Portable Combustion Gas Analyzer.

C.4.4.4 NOx Mass Emission Cap and Trade (MECT) Program

The Contractor shall verify and validate compliance with the NOx MECT program for JSC.

The Contractor shall notify the COTR by email each month of the estimated shortfall or surplus of NOx credits for the calendar year.

The Contractor shall prepare and submit the MECT Compliance Report (ECT-1). If sources are added or removed from service, the Contractor shall prepare MECT Level of Activity Certification (ECT-3).

The Contractor shall ensure that the Report and Certification conform to the requirements of Section C.1.6.

C.4.5 Evaporation Loss Sources Compliance

The Contractor shall perform regulatory oversight of evaporation loss source operations performed by other on-site contractors to verify and validate compliance with applicable laws and agency requirements governing air quality and the JSC, EF, and SCTF Air Quality Permits.

C.4.5.1 Surface Coating Facilities

The Contractor shall provide technical analysis and inspections for surface coating activities at JSC Buildings 9, 304, EF Building E136, and EPFOL.

For JSC Buildings 9, 304, and EPFOL, the Contractor shall obtain completed JF1118, Surface Coating Log Sheets from surface coating operators, enter data into Government provided database, and update the monthly coating spreadsheet to verify compliance with Air Quality Permit.

For EF Building 136, the Contractor shall obtain NASA Aircraft Maintenance Information System (NAMIS) reports to update the monthly coating spreadsheet to verify compliance with Air Quality Permit.

The Contractor shall inspect the surface coating facilities and operations each month to verify and validate compliance with Air Quality Permit. The Contractor shall document the results of inspections in a log.

C.4.5.2 Solvent Cleaners

The Contractor shall provide technical analysis and inspections for solvent cleaners.

The Contractor shall obtain completed JF1117, Solvent Cleaning Materials Tracking Record from solvent cleaner operators. The Contractor shall inspect solvent cleaners each month to verify and validate compliance with Air Quality Permit. The Contractor shall document the results of inspections in a log. The Contractor shall obtain completed operating logs from the solvent cleaner operators for the two Building 8 Lipsner-Smith Film Cleaning machines. The Contractor shall prepare and submit the Subpart T Compliance Report.

The Contractor shall ensure that the Report conforms to the requirements of Section C.1.6.

C.4.5.3 Fuel Storage and Unloading

The Contractor shall provide technical analysis and inspections for diesel, gasoline, and E85 fuel deliveries.

The Contractor shall coordinate with the Facilities Contractor to observe each fuel transfer into stationary storage tanks to inspect for leaks, visible vapors, or odors, and document the results of inspections in a log. For gasoline and E85 deliveries, the Contractor shall develop and maintain a log to comply with 30 Texas Administrative Code (TAC) Chapter 115, Subchapter C and other applicable laws that govern this activity.

The Contractor shall develop and update a running 12-month throughput log for each tank to ensure that annual limit is not exceeded.

The Contractor shall coordinate with Facilities Contract for fuel deliveries.

C.4.5.4 Oil/Water (O/W) Separators Sampling

The Contractor shall perform sampling for analysis of True Vapor Pressure (TVP) and Reid Vapor Pressure (RVP) on O/W separators, quarterly at JSC and annually at EF, for the purpose of complying with applicable laws and agency requirements. The Contractor shall maintain analytical results in a log.

NOTE: There is 1 O/W separator at JSC and 8 O/W separators at EF.

C.4.6 Title V Permit Compliance

The Contractor shall provide regulatory oversight for the Title V Permit and Synthetic Minor Permits to verify and validate compliance with applicable laws and agency requirements.

The Contractor shall ensure JSC Title V Federal Operating Permit O-1552 is kept current by preparation and submittal of Notification of Off-Permit/Operational Flexibility Action (OP-NOTIFY) notifications and Permit Revisions. The Contractor shall prepare and submit a Title V Permit Renewal Application.

The Contractor shall ensure that the Title V Permit Revisions and Applications conform to the requirements of Section C.1.6.

The Contractor shall maintain a log of deviations. The Contractor shall prepare and submit the Title V Permit Compliance Certification Report and Reasonable Inquiry Summary in accordance with TCEQ guidance.

The Contractor shall ensure that the Report conforms to the requirements of Section C.1.6.

The Contractor shall ensure the Hazardous Air Pollutant (HAP) PTE at JSC and Synthetic Minor Permits at EF and SCTF are kept current by preparation and submittal of revisions on TCEQ Form Air Permits Division (APD-CERT).

The Contractor shall ensure that the APD-CERT conforms to the requirements of Section C.1.6.

C.4.7 Opacity Observations

The Contractor shall perform opacity observations each quarter of JSC stacks and vents, for scheduled SSME, and when possible, for unplanned/ unauthorized events. The Contractor shall follow EPA Method 9 and use TCEQ-certified visible emission evaluators for opacity observations. The Contractor shall maintain and immediately update logs of opacity observations after readings are taken.

C.4.8 Ozone Depleting Substances (ODS) Tracking

The Contractor shall provide regulatory oversight to track the use and emissions of ODS for the purpose of complying with applicable laws and agency requirements.

C.4.8.1 ODS Leak Repair Oversight

The Contractor shall retrieve and evaluate ODS servicing logs each month from Facilities Contractor and other operators of regulated sources to determine compliance with ODS leak repair regulations. The Contractor shall document the leak rate calculations in a log.

The Contractor shall prepare and submit EPA Notification Requests for Extension of Repairs.

C.4.8.2 Consolidated ODS Report

The Contractor shall collect ozone depleting substance information from JSC, EF, SCTF and EPFOL Contractors and organizations and compile data to prepare and submit the Consolidated ODS Report.

The Contractor shall ensure that the Report conforms to the requirements of Section C.1.6.

C.4.8.3 NETS ODS Report

The Contractor shall compile and enter the ODS Report into NASA Environmental Tracking System (NETS) for JSC, EF, and SCTF.

The Contractor shall ensure that the Report conforms to the requirements of Section C.1.6.

C.4.9 Air Quality Program Reports, Plans, Notifications, and Submittals

The Contractor shall submit the following reports and plans required for the management of air quality as required in Section J, DRD EN-2-4 Air Quality Program Reports.

Section	Title	Frequency	Due Date
C.4.1.2	Summary of Air Emission Tag Inspection Reports	Annual	Sept. 1
C.4.1.3	PBR Binder Updates	Annual	Sept. 1
C.4.2	Emission Event and SSME Notifications	As required	Immediate
C.4.3.1	Emissions Calculation Spreadsheet	Monthly	30 th of month for prior month
C.4.3.2	JSC Air Emissions Inventory Update	Annual	March 15
C.4.3.2	EF Air Emissions Inventory Update	Annual	March 15
C.4.3.2	SCTF Air Emissions Inventory Update	Annual	March 15
C.4.4.1	Subpart Db Compliance Report	Semi-annual	Jan. 15 and July 15
C.4.4.2	Subpart Dc Compliance Report	Semi-annual	Jan. 15 and July 15
C.4.4.3	Stationary Diesel Engine Testing Report	Quarterly	Jan. 15, April 15, July 15, Oct. 15
C.4.4.4	MECT Compliance Report (ECT-1)	Annual	March 15
C.4.4.4	MECT Level of Activity Certification (ECT-3)	Annual	Sept. 1
C.4.5.2	Subpart T Compliance Report	Semi-annual	Jan. 15 and July 15
C.4.6	Title V Permit Revisions	Annual	15 days prior to due date to TCEQ
C.4.6	Notification of Off-Permit/Operational Flexibility Action (OP-NOTIFY)	Annual	15 days prior to due date to TCEQ
C.4.6	Title V Permit Renewal Application	One time	Nov. 1, 2008
C.4.6	Title V Permit Compliance Certification Report	Semi-Annual	Jan. 15 and July 15
C.4.6	Reasonable Inquiry Summary	Semi-Annual	Jan. 15 and July 15
C.4.6	Updates to HAP PTE at JSC and Synthetic Minor Permits at EF and SCTF (APD-CERT)	Annual	Sept. 1
C.4.8.1	EPA Notification Requests for Extension of Repairs	As required	Within 15 days of repair delay
C.4.8.2	Consolidated ODS Report	Annual	March 1
C.4.8.3	NETS ODS Report	Annual	2 weeks prior to final HQ due date

C.5 INDUSTRIAL SOLID WASTE MANAGEMENT (ISW)

The Contractor shall perform technical and regulatory activities, analyses and oversight for the purpose of complying with applicable laws and agency requirements governing the control of ISW from its origin to ultimate off-site recycling, treatment, storage, or disposal.

C.5.1 Administer ISW

The Contractor shall manage the administrative aspects of ISW generated at JSC, EF, SCTF and EPFOL.

NOTE: Currently there are approximately 100 waste codes for JSC, EF, SCTF and EPFOL; 3 Notices of Registration (NORs); 1 for JSC, 1 for EF and 1 for EPFOL. The Facilities Contractor is responsible for the physical handling, pickup, and transfer of on-site containerized ISW.

C.5.1.1 ISW Characterization

The Contractor shall characterize and profile ISW in accordance with applicable laws and the current Texas State guidance document, "Guidelines for the Classification and Coding of Industrial and Hazardous Wastes". The Contractor shall review forms JF 1104, Waste Notification, from on-site generators and use information provided to assist in characterization. The Contractor shall verify that generators submit forms as required and periodically spot check that information contained on the forms is correct. The Contractor shall review, update and submit the JSC ISW Waste Analysis Plan, EF ISW Waste Analysis Plan (EF Plan includes SCTF), and EPFOL ISW Waste Analysis Plan.

The Contractor shall ensure that the Plans conform to the requirements of Section C.1.6.

The Contractor shall initiate characterization on new or changed ISW streams within 5 working days of receipt or determination of new or changed ISW streams. The Contractor shall assign the lowest accurate classification to each ISW stream.

The Contractor shall ensure that 100 percent of waste streams are accurately characterized.

The Contractor shall send the ISW samples from EPFOL to JSC's Environmental Health Laboratory (EHL).

C.5.1.2 ISW Tracking

The Contractor shall obtain data from the Facilities Contract daily waste receipt logs and enter it into existing Waste Inventory Tracking database. The Contractor shall update the database each work day.

The Contractor shall ensure that the database is accurate and up to date.

The Contractor shall develop and enter Annual Waste Summary Reports for JSC, EF and EPFOL into STEERS. The Contractor shall submit a review copy of the report and the tabular development, along with any necessary explanations on how numbers were derived. The Contractor shall enter the final report into STEERS for ISW management activities of previous calendar year.

The Contractor shall ensure that the Reports conform to the requirements of Section C.1.6.

The Contractor shall develop and submit an ISW Generator Report for ISW generated at JSC, EF, SCTF, and EPFOL during the previous quarter.

The Contractor shall compile and enter the NETS Hazardous Waste Report for JSC, EF and EPFOL.

The Contractor shall ensure that the Report conforms to the requirements of Section C.1.6.

C.5.1.3 Maintain NORs

The Contractor shall maintain and administer the NORs for JSC, EF, and EPFOL using STEERS.

The Contractor shall enter data on new or changed ISW streams or waste management units to update the NORs within 5 work days. The Contractor shall review NORs received from TCEQ to ensure that the updates were correctly entered. If errors are found, the Contractor shall prepare and submit a written correction notice within 10 work days of receipt for submission to TCEQ. The Contractor shall track changes to the NORs, and maintain the status of the update and the method for providing the information to the TCEQ. The Contractor shall update the NOR tracking record within one work day of change.

The Contractor shall maintain accurate and up to date NORs at all times.

The Contractor shall not ship new or changed ISW until the NOR has been updated for affected ISW stream.

C.5.2 Oversee Treatment Systems

The Contractor shall perform technical and regulatory activities, analysis, and oversight for the purpose of compliance with applicable laws and agency requirements and compliance with acceptable engineering practices, applicable Operations and Maintenance (O&M) manuals, Standard Operating Procedures (SOPs), located in the Technical Reference Library and preventative maintenance programs conducted by the Facilities Contractor. The Contractor shall collect samples, submit them to the EHL, and review laboratory analytical

results to determine if operations meet the applicable regulatory or other requirements.

NOTE: Facilities Contract will operate, inspect, maintain and repair the Metal Finishing and Pre-clean and Groundwater Treatment Systems.

C.5.2.1 Metal Finishing and Pre-clean Treatment System

The Contractor shall perform regulatory oversight of the Metal Finishing and Pre-clean Treatment System operation and maintenance activities performed by others.

NOTE: Sampling requirements are defined in SSIDMP C.3.1.

C.5.2.2 Groundwater Treatment System

The Contractor shall perform regulatory oversight of the Groundwater Treatment System operation and maintenance activities performed by others. Samples shall be collected quarterly by the 5th day of the month from the four influent and effluent points.

C.5.2.3 Perform ISW Storage Tank Integrity Testing

The Contractor shall perform tank integrity testing on each ISW storage tank to ensure that the tanks are not leaking. Tanks shall be tested annually, using testing methods identified in regulatory guidance documents or industry reference standards. The interior of each tank will be cleaned by the Facilities Contractor prior to integrity testing. The Contractor shall coordinate and oversee the cleaning activities and perform sampling of the waste to ensure the tanks are appropriately cleaned.

The Contractor shall ensure that all tanks are cleaned and integrity tested each year. The Contractor shall ensure that no instances of ISW stored in tank that failed integrity test.

The Contractor shall prepare and submit an ISW Tank Integrity Test Report detailing the results of the 7 tank integrity tests.

The Contractor shall ensure that the Report conforms to the requirements of Section C.1.6.

If anomalies are found during testing, cleaning or inspection, repairs will be ordered in accordance with H-1 and Section C.14 Special Support Services (IDIQ) upon receipt of an authorized delivery order.

C.5.3 Identify and Inspect Waste Satellite Accumulation Areas (SAAs)

The Contractor shall identify the SAAs within 10 work days of user requests. The Contractor shall maintain an inventory of SAAs by site. The Contractor shall inspect JSC, EF, and SCTF SAAs on a monthly basis for the purpose of ensuring

compliance with applicable laws and agency requirements. The Contractor shall maintain an inspection log that includes findings and actions taken.

The Contractor shall inspect a minimum of 80 percent of SAAs monthly. The Contractor shall update inventory and inspection logs within 5 work days.

NOTE: Facilities Contract will perform and maintain the marking of identified JSC, EF, and SCTF SAAs at the request of the Environmental Support Services Contractor. EPFOL personnel will conduct required SAA inspections at EPFOL.

NOTE: There are currently approximately 250 SAAs in 50 locations. Most SAAs are located at JSC, however others are located EF, SCTF and EPFOL (several SAAs may be contiguous, but each separate waste accumulation container is a listed separate SAA).

C.5.4 Oversee ISW Container Storage Areas and Tanks

The Contractor shall provide oversight of the less than 90-day ISW container storage areas at JSC, EF, and EPFOL and tanks at JSC to ensure that they are operated in an efficient, compliant and well-maintained manner.

The Contractor shall review records monthly of inspections performed by others of the less than 90-day areas and tanks. The Contractor shall maintain an inspection review log that includes findings and actions taken.

The Contractor shall conduct 100 percent of inspection reviews accurately and on-time.

The Contractor shall manage the ISW inventory at the JSC and EF less than 90-day ISW container storage areas and tanks and the EPFOL small quantity generator waste accumulation areas so that no regulatory waste accumulation dates are exceeded.

The Contractor shall ensure that accumulation times are never exceeded.

NOTE: EPFOL personnel will conduct required ISW small quantity generator inspections at EPFOL. The Facilities Contractor conducts and documents approximately 470 inspections annually. There is 1 less than 90-day storage area at JSC and 1 less than 90-day storage area at EF; 2 accumulation areas at EPFOL; 7 tanks at JSC

C.5.5 ISW Transportation and Disposition to Treatment, Storage, Disposal, or Recycling (TSDR) Facilities

The Contractor shall provide for TSDR and transporter services to ensure timely shipment and disposition of ISW in compliance with applicable laws and agency requirements. The Contractor shall obtain COTR approval prior to initial use of any TSDR and transporter facility.

For each hazardous waste on the JSC, EF and EPFOL NOR, the Contractor shall maintain active profiles with both a primary and a backup approved TSDR. For each non-hazardous waste on the JSC, EF and EPFOL NOR, the Contractor shall maintain an active profile with an approved TSDR. When a TSDR for non-hazardous waste is disapproved, the Contractor shall obtain an active profile(s) with a replacement TSDR within 60 days.

The Contractor shall ensure that primary TSDR profiles are maintained for 100 percent of active waste streams and backup TSDR profiles are maintained for 100 percent of hazardous waste streams.

NOTE: The EF NOR includes wastes generated at SCTF.

The Contractor shall evaluate and apply the EPA pollution prevention hierarchy (reuse, recycle, treat, dispose).

NOTE: TSDR facilities may be required for energy recovery, fuel blending, incineration, lab-packing, landfill disposal, land treatment, used oil recycling, neutralization, battery recycling, metals reclamation, stabilization, fluorescent lamp recycling, and solvent reclamation.

The Contractor shall review the ISW inventory at JSC, EF, SCTF and EPFOL to ensure timely and compliant transportation and disposition of ISW using COTR-approved TSDR facilities and transporters. The Contractor shall plan shipments and provide information to the Facilities Contractor on required preparation and request loading assistance at least one week prior to planned shipment.

The Contractor shall ensure that 100 percent of notifications to the Facilities Contractor are made on time.

The Contractor shall prepare and sign shipping documents and manifests, verify compliance with DOT requirements prior to transportation offsite, ensure that shipments are weighed, track and manage shipping and related documents, review, and track invoices for accuracy.

The Contractor shall ensure that 100 percent of manifests and shipping documents are accurate and complete prior to shipping ISW.

The Contractor shall obtain certificates of reclamation, disposal or destruction and file with appropriate manifests. The Contractor shall prepare and submit Manifest Exception Reports on any occasion that original copies of manifests are not received from TSDR facilities within 40 calendar days of shipment.

The Contractor shall ensure that the Reports conform to the requirements of Section C.1.6.

The Contractor shall submit a separate Waste Shipment Report for JSC, EF and EPFOL for the previous month. The report shall include the original and returned copies of manifest and copies of associated forms and notifications.

The Contractor shall ensure that the Reports conform to the requirements of Section C.1.6.

The Contractor shall provide lab-packing services at JSC, EF, SCTF and EPFOL. The Contractor shall identify wastes to be lab-packed and shall ensure timely and compliant transportation of the lab-packs to an approved TSDR within 24 hours of completion of the lab-packing operation. The Contractor shall provide a certification, prior to initial use and annually thereafter, for any lab-pack service provider used, to ensure that they have required permits, authorizations and current personnel training.

The Contractor shall conduct spot checks of weight tickets, inspection forms and transportation vehicles to ensure that ISW is placed in clean transportation vehicles. The Contractor shall ensure that unclean trucks are rejected and replacement trucks are provided at no cost to the government. The Contractor shall ensure that transportation vehicles contain wastes only from JSC, EF, SCTF or EPFOL and not from any other facility or location unless specifically authorized in advance by the COTR. The Contractor shall ensure shipments of ISW are transported directly to the TSDR facility designated on the manifest or other shipping document unless authorized in advance by the COTR. The Contractor shall not use transfer stations unless audited and approved in accordance with C.5.7.

NOTE: The Facilities Contractor will escort, weigh, and inspect trucks, containers or tankers to verify they are clean.

Note: The Facilities Contractor will pickup wastes from SCTF and transport to EF via non-public roads.

The Contractor shall ensure the timely and compliant delivery and "in-plant services" of roll-offs, tank trucks, or other bulk storage containers. The Contractor shall track totes, roll-offs, and frac tanks used for ISW temporary accumulation.

The Contractor shall provide bulk storage containers within 24 hours for routine customer requests and 4 hours for emergency customer requests.

When transportation and disposition of waste is requested in support of Construction of Facility (CoF) projects, the Contractor shall notify the COTR within one work day. If approved, the Contractor shall complete the work in

accordance with H-1 and Section C.14 Special Support Services (IDIQ) upon receipt of an authorized delivery order.

C.5.6 Audit ISW Transporters and TSDRs

The Contractor shall conduct audits of TSDR facilities, transfer facilities and transporters used to manage JSC, EF, and EPFOL ISW to evaluate compliance with applicable laws and agency requirements.

The Contractor shall identify and maintain a prioritized list of TSDR facilities and transporters scheduled for audit.

The Contractor shall conduct on-site audits of proposed TSDR facilities, transfer facilities and transporters prior to initial use and every 12 months thereafter. The COTR shall be notified not less than 10 work days prior to each audit to allow the COTR or another authorized representative to attend as an observer.

The Contractor shall conduct audits in accordance with NASA Procedure for Evaluating TSD Facilities and Disposal Site Evaluation Questionnaire. The COTR must approve any deviations prior to the audit.

The Contractor shall prepare and submit a report documenting each audit with a recommendation for approval or disapproval. Following review of the audit report or discovery of other relevant information, the COTR will approve or disapprove the TSDR or transporter.

The Contractor shall ensure that the Reports conform to the requirements of Section C.1.6.

If the COTR disapproves a TSDR or transporter, the Contractor shall obtain a replacement within 2 months of disapproval. The Contractor shall maintain and submit a list of approved facilities and transporters.

The Contractor shall ensure that unapproved facilities or transporters are not used and that all approved facilities and transporters are audited annually.

C.5.7 ISW Contingency Plans

The Contractor shall review, update and submit the JSC ISW Contingency Plan, EF ISW Contingency Plan (EF Plan includes SCTF), and EPFOL ISW Contingency Plan.

The Contractor shall ensure that the Plans conform to the requirements of Section C.1.6.

C.5.8 Decontamination of Equipment

The Contractor shall provide instructions and oversight for removal of hazardous materials to ensure equipment is decontaminated prior to excessing or

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dispositioning. The Contractor shall verify and validate that equipment is properly decontaminated. When needed, the Contractor shall collect samples to document adequate decontamination.

C.5.9 ISW Program Reports, Plans, Notifications, and Submittals

The Contractor shall submit the following reports and plans required for the management of ISW as required in Section J, DRD EN-2-5 Industrial Solid Waste Reports.

Section	Title	Frequency	Due Date
C.5.1.1	JSC Waste Analysis Plan	Annual	March 1
C.5.1.1	EF Waste Analysis Plan	Annual	March 1
C.5.1.1	EPFOL Waste Analysis Plan	Annual	March 1
C.5.1.2	JSC Waste Summary (Review Copy)	Annual	February 1
C.5.1.2	JSC Waste Summary (STEERS)	Annual	February 10
C.5.1.2	EF Waste Summary (Review Copy)	Annual	February 1
C.5.1.2	EF Waste Summary (STEERS)	Annual	February 10
C.5.1.2	EPFOL Waste Summary (Review Copy)	Annual	February 1
C.5.1.2	EPFOL Waste Summary (STEERS)	Annual	February 10
C.5.1.2	ISW Generator Report (1 consolidated report for JSC, EF, SCTF, EPFOL)	Quarterly	Jan. 15, April 15, July 15, Oct. 15
C.5.1.2	NETS Hazardous Waste Report (1 consolidated report for JSC, EF and EPFOL)	Annual	2 weeks prior to final HQ due date
C.5.1.3	NOR Updates in STEERS	As Required	5 working days after discovery of change
C.5.1.3	Written NOR Correction Notice	As Required	10 working days after receipt of NOR
C.5.2.3	ISW Tank Integrity Test Report (for 7 individual tank integrity tests)	Annual	March 31
C.5.5	Manifest Exception Report	As Required	40 calendar days after manifest not received
C.5.5	JSC Waste Shipment Report	Monthly	20 th of month for previous month
C.5.5	EF Waste Shipment Report	Monthly	20 th of month for previous month
C.5.5	EPFOL Waste Shipment Report	Monthly	20 th of month for previous month
C.5.6	TSDR and Transporter Audit Reports	Annual	15 days after completion of audit
C.5.6	Approved TSDR Facility and Transporter List	As Required	Within 30 days of change of TSDR facility or transporter status
C.5.7	JSC ISW Contingency Plan	Annual	May 1
C.5.7	EF ISW Contingency Plan	Annual	May 1
C.5.7	EPFOL ISW Contingency Plan	Annual	May 1

C.6 EMERGENCY SPILL / RELEASE RESPONSE

The Contractor shall perform technical and regulatory activities, analyses and oversight at JSC, EF and SCTF for the purpose of complying with all laws applicable to spill response in order to mitigate and protect human health and the environment.

C.6.1 Oversight of Spill/Release Response and Cleanups

The Contractor shall provide instructions to the response personnel for the cleanup of waste, chemical, and asbestos spills to ensure compliance with applicable laws and agency requirements. The Contractor shall verify and validate that personnel, equipment, and property affected by the spilled material is properly decontaminated and disposed. For non-reportable spills, the Contractor shall collect samples of water, soil, and spilled material to determine the adequacy of cleanup actions. For reportable spills, the Contractor shall collect sample of water, soil and spilled material to define the extent of impact and document with the follow-up reports required in C.6.3.

The Contractor shall participate in post-incident critiques of emergency responses occurring at JSC, EF, and SCTF. The Contractor shall participate in meetings of the JSC Emergency Response Team. The Contractor shall participate in planning and execution of JSC emergency and spill response drill exercises. The Contractor shall review, update and submit Appendix 4, Hazardous Substance Release/Spills, of JSC 05900, JSC Emergency Response Plan.

C.6.2 Spill/Release Response Time

The Contactor shall respond as follows:

Core hours:

JSC: within 15 minutes of notification

EF/SCTF: within 30 minutes of notification

Non-core hours:

JSC: within 30 minutes of notification

EF/SCTF: within 1 hour of notification

C.6.3 Spill/Release Response Documentation

For regulatory reportable spills and releases, the Contractor shall prepare and submit initial notifications and follow up reports to the COTR.

The Contractor shall prepare and submit initial notifications and follow up reports on response actions to the COTR to meet regulatory reporting requirements. Upon direction from the COTR, the Contractor shall submit notification to the appropriate regulatory authorities. The Contractor shall maintain and update the existing spill response log for the purpose of identifying similar conditions across JSC, EF, and SCTF to minimize potential recurrences of similar spills by implementing preventive measures.

The Contractor shall ensure that the Notifications and Reports conform to the requirements of Section C.1.6.

Response actions and reporting under the Texas Risk Reduction Program (TRRP) will be ordered in accordance with H-1 and Section C.14 Special Support Services (IDIQ) upon receipt of an authorized delivery order.

C.6.4 Spill/Release Response Reports, Plans, Notifications, and Submittals

The Contractor shall submit the following reports and plans required for the management of emergency spill/release response as required in Section J, DRD EN-2-6 Emergency Spill/Release Response Reports.

Section	Title	Frequency	Due Date
C.6.1	Appendix 4, Hazardous Substance Release/Spills, of JSC 05900, JSC Emergency Response Plan	Annual	Feb. 1
C.6.3	Initial Spill/Release Notification	As Required	Immediate
C.6.3	Follow up Spill/Release Report	As Required	2 working days prior to regulatory deadline

C.7 PETROLEUM STORAGE TANK PROGRAM

The Contractor shall perform technical and regulatory activities, analyses, and oversight for the purpose of complying with applicable laws and agency requirements governing Petroleum Storage Tanks.

The Contractor shall update and submit the existing log of petroleum storage tanks (both regulated and unregulated) within 10 work days of a new tank installation or change in tank status.

The Contractor shall perform evaluations, make recommendations for upgrading and maintaining cathodic protection and corrosion control systems, and track maintenance activities.

The Contractor shall perform annual tank integrity testing in accordance with generally accepted industry standards (e.g. American Petroleum Institute (API) 653, American Society of Testing and Materials (ASTM)) to ensure that tanks are not leaking. The Contractor shall coordinate with the Facilities Contractor for integrity tests. The Contractor shall notify the COTR within 2 days of receipt of results indicating a tank failed the integrity test.

The Contractor shall ensure that designated tanks are integrity tested each year. The Contractor shall ensure that 100 percent of the notifications of tank integrity failure are made on time.

The Contractor shall complete and submit notification, certification, and registration forms for regulated tank construction or closure. The Contractor shall prepare and submit reports detailing the results of the integrity testing.

The Contractor shall ensure that the Forms and Reports conform to the requirements of Section C.1.6.

If anomalies are found during testing or inspection, repairs will be ordered in accordance with H-1 and Section C.14 Special Support Services (IDIQ) upon receipt of an authorized delivery order.

NOTE: Tank inspections are conducted under the SPCC plan and are performed by the Facilities Contract.

NOTE: Currently 4 regulated tanks, and 9 unregulated tanks

C.7.1 Petroleum Storage Tank (PST) Program Reports, Plans, Notifications, and Submittals

The Contractor shall submit the following reports and plans required for the management of the PST program as required in Section J, DRD EN-2-7 Petroleum Storage Tank Program Reports, Plans, and Notifications.

Section	Title	Frequency	Due Date
C.7	Updated Petroleum Storage Tank Log	As required	Within 10 work days change in status
C.7	PST Tank Integrity Testing Report (for 5 individual PST tank integrity tests)	Annual	March 31
C.7	PST Notification, Certification, Registration Forms	As Required	2 working days prior to regulatory deadline

C.8 PROGRAM AND PROJECT REVIEWS AND CONSTRUCTION SUPPORT

The Contractor shall provide environmental multimedia review, planning, and participation for all phases of Mission and Mission Support Programs, Environmental and Construction of Facilities (CoF) Projects, Work Authorization Document (WADs), and facility maintenance activities. The Contractor shall provide guidance for the purpose of ensuring regulatory compliance, implementing National Environmental Policy Act (NEPA) requirements, incorporating sustainability and pollution prevention initiatives, minimizing environmental impacts, and conserving resources.

The Contractor shall submit environmental requirements and review comments to ensure that environmental impacts are considered in planning programs and projects.

C.8.1 Update Environmental Resource Documents (ERDs) for JSC, EF, SCTF and EPFOL

The Contractor shall review, update and submit a current JSC ERD, EF ERD, SCTF ERD and EPFOL ERD. Maps, data and tables shall be updated to include the most recent agency information. ERDs shall comply with 14 CFR NEPA, and NPR 8580.1 "Implementing the National Environmental Policy Act and Executive Order 12114".

The Contractor shall ensure that the ERDs conform to the requirements of Section C.1.6.

C.8.2 Program & Project Evaluation for NEPA Compliance

The Contractor shall review and evaluate each JSC, EF, SCTF, and EPFOL program and project to ensure compliance with NASA NEPA policy and requirements. The Contractor shall assist Project Managers in the completion of JSC Form, JF1119 - NEPA Environmental Checklist and Record of Environmental Consideration (REC) and maintain copies of the final form.

The Contractor shall compile and enter into NETS the NEPA updates.

C.8.3 Environmental Project Planning

The Contractor shall assist in analysis, development and identification of requirements, resources and forecasts for future project requests under the Environmental Compliance and Restoration (ECR), small projects, and recycling programs.

The Contractor shall participate in scoping, budgeting, planning of environmental construction, demolition, restoration, sustainability, pollution prevention, natural and cultural resource projects under the ECR, small projects, and recycling programs.

C.8.4 Program & Project Multimedia Review, Planning, & Participation

The Contractor shall develop, update and submit an Environmental Planning Checklist specific to JSC activities to determine environmental impacts of programs, projects, WADs, facility maintenance and operation activities, and other similar types of work. The Contractor shall review completed checklists to determine environmental impacts and make recommendations to comply with applicable laws and agency requirements and promote environmental stewardship.

The Contractor shall review Mission and Mission Support Programs, CoF Projects, WADs, facility maintenance and operation activities, and CERCLA/RCRA/TRRP investigation activities to ensure environmental requirements are identified. The Contractor's review shall include project scoping, investigations, planning and programming, scheduling, cost estimates,

evaluations, design reviews, value engineering and operation, monitoring, specifications, and operational procedures. The Contractor shall submit Program and Project Review Comments to the Program/Project Manager. The Contractor shall provide oversight during project execution to ensure that environmental requirements are met.

NOTE: One review includes participation at pre-/30/60/90/final design review meetings, as well as pre-construction meetings.

C.8.5 Review & Update SPECSINTACT

The Contractor shall review and submit proposed changes to specifications and standards (SPECSINTACT) of environmental relevance for inclusion of applicable laws and agency requirements to ensure compliance.

C.8.6 Program and Project Reviews & Construction Support Reports, Plans, Notifications, and Submittals

The Contractor shall submit the following reports and plans required for the management of the program and project reviews as required in Section J, DRD EN-2-8 Program and Project Reviews and Construction Support Reports, Plans and Submittals.

Section	Title	Frequency	Due Date
C.8.1	JSC Environmental Resource Document	One-time	October 1, 2008
C.8.1	EF Environmental Resource Document	One-time	October 1, 2009
C.8.1	SCTF Environmental Resource Document	One-time	October 1, 2010
C.8.1	EPFOL Environmental Resource Document	One-time	October 1, 2011
C.8.2	NETS NEPA updates	Semi-annual	2 weeks prior to final HQ due date
C.8.4	Environmental Planning Checklist	One-time	Three months after contract start
C.8.4	Program/Project Review Comments	As Required	As Required by Program/ Project Manager
C.8.5	SPECSINTACT Proposed Changes	As Required	Within 30 days of change

C.9 POLLUTION PREVENTION (P2) AND SUSTAINABILITY PROGRAMS

The Contractor shall perform technical and regulatory activities, analyses, implementation and oversight for the purpose of minimizing the generation of wastes, water pollutants and air emissions, conserving resources, and reducing the compliance risks at JSC, EF, and SCTF to comply with the P2 and Sustainability Program requirements.

C.9.1 ISW Minimization and P2 Opportunity Assessments (PPOAs)

The Contractor shall perform ISW minimization assessments and PPOAs for ISW streams at JSC, EF, SCTF, and EPFOL.

C.9.1.1 PPOAs

The Contractor shall perform and submit PPOAs at JSC, EF, SCTF, and EPFOL in accordance with applicable laws and agency requirements and Federal and State regulatory guidance. The PPOAs shall include field surveys using data collection survey forms from which the Contractor shall assess P2 opportunities for implementation. Conducting the PPOA includes contacting and teaming with process owners, scheduling field assessments, reviewing documents, completing forms, developing improvements to affect pollution prevention, conducting cost and payback evaluations for each recommendation, and submitting final reports.

The Contractor shall ensure that Assessments and Reports conform to the requirements of Section C.1.6.

The Contractor shall implement PPOAs. Implementation of assessments with an estimated implementation cost (labor and materials) greater than \$5,000 will be ordered in accordance with H-1 and Section C.14 Special Support Services (IDIQ) upon receipt of an authorized delivery order.

C.9.1.2 P2 Plans

The Contractor shall update and submit P2 Plans for JSC, EF, and EPFOL in accordance with regulatory requirements. The Contractor shall review the plans to incorporate changes in status. The Contractor shall prepare and submit P2 Plan revisions to include Executive Summaries and Certificates of Completeness. Plans shall contain separate components addressing source reduction activities and waste minimization activities.

The Contractor shall ensure that the Plans conform to the requirements of Section C.1.6.

C.9.1.3 Waste Reduction Policy Act (WRPA) Progress Reports

The Contractor shall complete and submit to the COTR the online TCEQ WRPA Progress Report for JSC and EF.

The Contractor shall ensure that the Reports conform to the requirements of Section C.1.6.

NOTE: WRPA Progress Reports are not required for SCTF and EPFOL.

C.9.1.4 NETS P2 Report

The Contractor shall compile and enter into NETS the P2 Report for JSC, EF, SCTF and EPFOL.

The Contractor shall ensure that the Report conforms to the requirements of Section C.1.6.

C.9.2 Sustainability Program

The Contractor shall develop and implement a comprehensive Sustainability Program. The Contractor shall perform development, analysis, and planning in support of JSC, EF, and SCTF sustainability and pollution prevention programs and projects. The Sustainability Program shall encompass EMS, energy and water conservation, material substitution, sustainable acquisition, and process improvements across JSC, EF, and SCTF.

The Contractor shall develop, update, and submit a JSC Sustainability Plan that incorporates the historic baseline and current initiatives and establishes future goals. The Plan shall identify opportunities to improve JSC, EF, and SCTF's environmental stewardship across all organizations and functions and recommend methods of mitigating environmental liabilities.

The Contractor shall ensure that the Plan conforms to the requirements of Section C.1.6.

The Contractor shall assess JSC, EF, and SCTF facilities and operations to evaluate processes and explore opportunities to conserve resources, minimize pollution and reduce compliance risk. The Contractor shall conduct Sustainability Opportunity Assessments (SOAs) per EPA PPOA guidance including life cycle cost analysis. The Contractor shall complete SOAs and submit to the COTR.

The Contractor shall ensure that the Assessments conform to the requirements of Section C.1.6.

The Contractor shall implement sustainability assessments. Implementation of assessments with an estimated implementation cost (labor and materials) greater than \$5,000 will be ordered in accordance with H-1 and Section C.14 Special Support Services (IDIQ) upon receipt of an authorized delivery order.

C.9.3 Quarterly P2 and Sustainability Program Evaluation

The Contractor shall conduct a quarterly evaluation of the P2 and Sustainability Program to ensure continuous improvement in P2 and sustainability practices and provide recommendations for improvement.

C.9.4 Annual P2 and Sustainability Project Cost Analysis

The Contractor shall track the cost savings and cost avoidances for three years from implementation of P2 and Sustainability projects.

C.9.5 P2 and Sustainability Programs Reports, Plans, Notifications, and Submittals

The Contractor shall submit the following reports and plans required for the management of the P2 and sustainability programs as required in Section J, DRD EN-2-9 Pollution Prevention (P2) and Sustainability Programs Reports and Plans.

Section	Title	Frequency	Due Date
C.9.1.1	PPOAs	3 per Semi-annual period	Jan. 1 and July 1
C.9.1.2	JSC P2 Plan	Annual	June 15
C.9.1.2	EF/SCTF P2 Plan	Annual	June 15
C.9.1.2	EPFOL P2 Plan	Annual	June 15
C.9.1.3	JSC WRPA Progress Report	Annual	June 15
C.9.1.3	EF WRPA Progress Report	Annual	June 15
C.9.1.4	NETS P2 Report	Annual	2 weeks prior to final HQ due date
C.9.2	JSC Sustainability Plan	Annual	June 15
C.9.2	Sustainability Opportunity Assessments	3 per Semi-annual period	Jan. 1 and July 1

C.10 RECYCLING AND MUNICIPAL SOLID WASTE (MSW) PROGRAM

The Contractor shall perform technical and regulatory activities, analyses, and oversight to reduce the volume of MSW and increase recycling at JSC, EF, SCTF and EPFOL for the purpose of complying with applicable laws and agency requirements governing MSW and recycling. The Contractor shall conduct market research on recyclables from JSC, EF, and SCTF to stay apprised of potential vendors and market prices.

C.10.1 Monthly Recycling and MSW Report

The Contractor shall obtain data on JSC recycling activities and from MSW receipts and logs to update and submit the Recycling and MSW Report.

The Contractor shall ensure that the Report conforms to the requirements of Section C.1.6.

C.10.2 Annual NETS Recycling Report

The Contractor shall compile and enter into NETS the Recycling Report for JSC, EF, SCTF, and EPFOL.

The Contractor shall ensure that the Report conforms to the requirements of Section C.1.6.

C.10.3 Annual MSW Survey Report

The Contractor shall conduct an annual comprehensive survey of dumpsters at JSC, EF and SCTF for excess capacity and recyclable material content and submit report and recommendations for improvements to the COTR.

The Contractor shall ensure that the Report conforms to the requirements of Section C.1.6.

C.10.4 Recycling and Municipal Solid Waste (MSW) Program Reports, Plans, Notifications, and Submittals

The Contractor shall submit the following reports and plans required for the management of the recycling and MSW programs as required in Section J, DRD EN-2-10 Recycling and Municipal Solid Waste (MSW) Program Reports.

Section	Title	Frequency	Due Date
C.10.1	Recycling and MSW Report	Monthly	15 th of each month.
C.10.2	NETS Recycling Report	Annual	2 weeks prior to final HQ due date
C.10.3	MSW Survey Report	Annual	Nov 1

C.11 SUSTAINABLE ACQUISITION PROGRAM

The Contractor shall perform technical and regulatory activities, analyses, and oversight of the sustainable acquisition program at JSC, EF, SCTF and EPFOL for the purpose of complying with applicable laws and agency requirements governing the purchase of items containing recycled or bio-based content.

The Contractor shall administer the sustainable acquisition waiver process. The Contractor shall approve or deny waivers (JF1121 Request for Waiver for EPA-CPG Items) within three work days of submittal, and track waivers in a log.

The Contractor shall process 80 percent of waivers on time.

C.11.1 Annual NETS Sustainable Acquisition Report

The Contractor shall collect sustainable acquisition information from JSC, EF, SCTF and EPFOL Contractors and organizations, compile data, and enter into NETS the Sustainable Acquisition Report for JSC, EF, SCTF and EPFOL.

The Contractor shall ensure that the Report conforms to the requirements of Section C.1.6.

C.11.2 Sustainable Acquisition Program Reports, Plans, Notifications, and Submittals

The Contractor shall submit the following reports and plans required for the management of the sustainable acquisition program as required in Section J, DRD EN-2-11 Sustainable Acquisition Program Reports.

Section	Title	Frequency	Due Date
C.11.1	NETS Sustainable Acquisition Report	Annual	2 weeks prior to final HQ due date

C.12 ASBESTOS PROGRAM

The Contractor shall perform technical and regulatory activities, analyses, and oversight of asbestos operations at JSC, EF, and SCTF for the purpose of complying with EPA National Emissions Standards for Hazardous Air Pollutants (NESHAP), Texas Department of State Health Services (TDSHS) and applicable laws and agency requirements.

C.12.1 Asbestos Condition Assessment

The Contractor shall develop an Asbestos Condition Assessment Spreadsheet for the purpose of capturing inspection results. The Contractor shall review the spreadsheet to prioritize areas that require removal or encapsulation.

The Contractor shall perform a site-wide inspection of one-half of all facilities containing asbestos at JSC, EF and SCTF each year for the purpose of complying with EPA NESHAP and TDSHS regulations. The Contractor shall log results of the inspections into the Asbestos Condition Assessment Spreadsheet within 10 work days of inspection completion.

Any time asbestos containing materials are observed in friable or poor condition, the Contractor shall notify the OMOH Contractor immediately via email. The Contractor shall update the Asbestos Condition Assessment Spreadsheet within 5 work days of discovery.

The Contractor shall ensure that 100 percent of Notifications and Spreadsheet updates are made on time.

C.12.2 Tracking of Asbestos Activities

The Contractor shall perform tracking and oversight of asbestos work conducted by Facilities Contractor, CoF projects, and other onsite contractors at JSC, EF, and SCTF. The Contractor shall develop, implement and maintain a procedure to obtain information on other asbestos work occurring at JSC, EF, and SCTF within 60 days of contract start.

C.12.3 Asbestos Regulatory Notifications

The Contractor shall prepare and submit asbestos NESHAP notifications to the COTR at least 5 work days prior to TDSHS regulatory due date for scheduled renovations and demolitions. The Contractor shall immediately prepare and submit emergency asbestos NESHAP notifications to the COTR. The Contractor shall obtain information from on-site contractors to prepare and submit the O&M Consolidated Notification.

The Contractor shall ensure that the Notification conforms to the requirements of Section C.1.6.

C.12.4 Review of Asbestos Project Designs (APDs)

The Contractor shall review APDs to ensure they meet the TSCA Asbestos Model Accreditation Plan requirements. The Contractor shall submit APD reviews to the COTR in a format developed by the Contractor.

The Contractor shall ensure that the APD reviews conform to the requirements of Section C.1.6.

NOTE: The APDs are prepared by others.

C.12.5 Asbestos Program Reports, Plans, Notifications, and Submittals

The Contractor shall submit the following reports and plans required for the management of the asbestos program as required in Section J, DRD EN-2-12 Asbestos Programs Reports and Notifications.

Section	Title	Frequency	Due Date
C.12.1	Site-wide Inspection --Asbestos Condition Assessment Spreadsheet (covering JSC, EF, and SCTF)	As Required	Within 10 work days of completion.
C.12.3	Asbestos Regulatory Notifications	As Required	5 work days prior to TDSHS Regulatory due date for scheduled activity. Immediately for emergency activity.
C.12.3	O&M Consolidated Notification	Annual	Dec 15
C.12.4	APD Reviews	As Required	Within 10 work days of request

C.13 EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW ACT (EPCRA)

The Contractor shall obtain and verify chemical inventory data from the OMOH contractor to prepare EPCRA reports for JSC, EF, SCTF, and EPFOL for the purpose of complying with regulatory requirements.

C.13.1 Tier II Hazardous Chemical Inventory Report

The Contractor shall review data obtained from OMOH Contractor to verify whether JSC, EF, SCTF, and EPFOL have exceeded the Tier II reporting thresholds. Where reporting thresholds are exceeded, the Contractor shall prepare and submit the annual TDSHS Tier II Hazardous Chemical Inventory reports and Emergency Planning Letters for JSC, EF, and SCTF.

The Contractor shall ensure that the Reports and Letters conform to the requirements of Section C.1.6.

NOTE: EPFOL has not exceeded Tier II reporting threshold in the last five years.

C.13.2 Toxic Release Inventory (TRI) Report

The Contractor shall review data and perform calculations to determine whether JSC, EF, SCTF, and EPFOL have exceeded the EPA TRI reporting thresholds. The Contractor shall prepare and submit TRI Threshold Determination Report for JSC, EF, SCTF, and EPFOL. Where reporting thresholds are exceeded, the Contractor shall prepare and submit TRI Form R.

The Contractor shall ensure that the Reports and Form R conform to the requirements of Section C.1.6.

NOTE: JSC, EF, SCTF, and EPFOL have not exceeded TRI Form R reporting thresholds in the last five years.

C.13.3 EPCRA Program Reports, Plans, Notifications, and Submittals

The Contractor shall submit the following reports and plans required for the management of the EPCRA program as required in Section J, DRD EN-2-13 Emergency Planning and Community Right-to-Know Act (EPCRA).

Section	Title	Frequency	Due Date
C.13.1	JSC Tier II Hazardous Chemical Inventory Report and Emergency Planning Letter	Annual	Feb 15
C.13.1	EF Tier II Hazardous Chemical Inventory Report and Emergency Planning Letter	Annual	Feb 15
C.13.1	SCTF Tier II Hazardous Chemical Inventory Report and Emergency Planning Letter	Annual	Feb 15
C.13.2	JSC TRI Threshold Determination Report	Annual	April 15
C.13.2	EF TRI Threshold Determination Report	Annual	April 15
C.13.2	SCTF TRI Threshold Determination Report	Annual	April 15
C.13.2	EPFOL TRI Threshold Determination Report	Annual	April 15
C.13.2	TRI Form R	Annual	June 1

C.14 SPECIAL SUPPORT SERVICES (IDIQ)

The Contractor shall provide non-routine special support services on a cost-reimbursable, IDIQ basis. Task orders will be issued by the Contracting Officer in accordance with NASA Federal Acquisition Regulation Supplement (NFS) 1852.216-80, Task Order Procedures, to augment core environmental support services. The Contractor shall perform environmental professional support services and skilled technical specialty services as ordered. Work product/services shall be clear, concise, complete, and describe all supporting data used for the final conclusion.

C.14.1 Environmental Support ServicesC.14.1.1 Permitting Services

The Contractor shall develop and submit permit application packages such as air emission permits and permit by rule registration applications, TPDES wastewater discharge permits, storm water permits, and other environmental program permits required by regulatory agencies.

C.14.1.2 Environmental Studies

The Contractor shall perform environmental studies such as feasibility studies, existing condition and baseline surveys/studies, modeling, mapping, conceptual project design studies, field investigations, documentation research, engineering analysis, developing plans and reports, recommendations and other documents. The Contractor may be required to conduct studies that address various

environmental issues such as biological and ecological, compliance, conservation, remediation, restoration, cultural and natural resources, transportation, sustainability, pollution prevention, GIS, and environmental data management.

C.14.1.3 Mitigation of non-compliances requiring additional corrections

The Contractor shall execute developed plans of action to mitigate and complete additional corrections needed to close environmental non-compliances. The Contractor shall provide personnel and material for repair, containment, response equipment, countermeasures, cleanup, mitigation, restoration and disposal of hazardous substances, oil, contaminants, or pollutants, as specified in task orders. Tasking may have very short time frames.

C.14.1.4 TRRP Response Action

The Contractor shall support major activities related to environmental restoration. Major activities include reviewing remedial investigations, remedial designs, long-term maintenance operations, and long-term monitoring (LTM). Interim remedial actions (IRAs) may be required to reduce or limit an immediate threat to human health or the environment. In addition, support includes technical oversight of environmental programs, laboratory quality assurance assessments, document reviews, and assistance in selecting remediation technologies.

C.14.1.5 PPOA and Sustainability Assessment Implementations

The Contractor shall implement PPOA and sustainability assessments with an estimated implementation cost (labor and materials) greater than \$5,000 to encompass EMS, energy and water conservation, material substitution, sustainable acquisition, process improvements, and waste reduction.

C.14.2 Skilled Technical Specialty Services

C.14.2.1 Specialized Testing and Investigation Services

The Contractor shall conduct specialized testing and investigations for the purpose of making site-specific measurements and assessments. This work will typically involve field work and measurement equipment. All work shall be performed by qualified technical specialists, in accordance with documented procedures and quality control methods. Reporting formats shall meet regulatory standards.

Storm/Waste water – The Contractor shall conduct periodic field investigations, to identify discharges that are inappropriately routed to either sanitary or storm sewer systems. Methods to identify sewer connections and cross connections may include review of engineering drawings, dye testing, smoke testing or other industry accepted techniques.

Air emission stack testing – The Contractor shall perform testing of sources and control equipment for air emissions in accordance with EPA Reference Methods

to demonstrate compliance with emission limits or permits. This work includes preparation and approval of stack testing protocols, participation in meetings with regulatory agency personnel, and preparation of final test reports.

Land Surveying – The Contractor shall perform land surveying to identify the boundaries of federal lands. This work shall include retracements, surveys, metes and bounds surveys, meandering of bodies of water, posting and marking of boundary lines, documentation of corner point establishment or (re)establishment, and monumentation. Field supervisors must be Registered Professional Land Surveyors in the State of Texas with a current license.

C.14.2.2 Tank Repair Services

The Contractor shall provide tank repairs or replacement with follow up tank integrity testing to reconcile all identified anomalies with report cataloging corrective repairs performed.

C.14.2.3 Drilling-Boring Services

The Contractor shall provide drilling services that includes obtaining soil, earth core and/or groundwater samples for analysis, installing monitor well(s) for periodic sampling of groundwater, and plugging and abandoning or removing monitor wells.

**ATTACHMENT 1
ACRONYMS AND ABBREVIATIONS**

ABET	Accreditation Board for Engineering and Technology	CY	Calendar Year
ACA	Associate Contractor Agreement	DOT	Department of Transportation
ACM	Asbestos Containing Material	DRD	Data Requirements Description
APD	Air Permits Division	ECR	Environmental Compliance and Restoration
API	American Petroleum Institute	EF	Ellington Field
ANSI	American National Standards Institute	EFR	Environmental Functional Review
ASQ	American Society for Quality	EHL	Environmental Health Lab
ASTM	American Society of Testing and Materials	EMP	Environmental Management Program
B4P	Bio-based Products Preferred Procurement Program	EMS	Environmental Management System
CDL	Commercial Driver License	EO	Executive Order
CEMS	Continuous Emissions Monitoring System	EPA	Environmental Protection Agency
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act	EPCRA	Emergency Planning & Community Right-to-know Act
CERL	Construction and Engineering Research Laboratories	EPFOL	EI Paso Forward Operating Location
CFR	Code of Federal Regulations	ERD	Environmental Resource Document
CGA	Cylinder Gas Audit	FAR	Federal Acquisition Regulation
CO	Contracting Officer	FEMP	Federal Energy Management Program
COD	Center Operations Directorate	FM	Facility Manager
CoF	Construction of Facilities	GIS	Geographic Information System
COTR	Contracting Officer's Technical Representative	H ₂ S	Hydrogen Sulfide
CPG	Comprehensive Procurement Guideline	HAP	Hazardous Air Pollutant
CSM	Computer Security Manager	HAZWOPER	Hazardous Waste Operations and Emergency Response
CSO	Computer Security Official	HQ	Headquarters
CWA	Clean Water Act	IDIQ	Indefinite Delivery Indefinite Quantity
CWI	Common Work Instruction		

**ATTACHMENT 1
ACRONYMS AND ABBREVIATIONS**

IRM	Information Resources Management	NPDES	National Pollutant Discharge Elimination Permit
IRA	Interim Remedial Actions	NPR	NASA Procedures Requirements
ISO	International Standards Organization	NSR	New Source Review
ISW	Industrial Solid Waste	NSPS	New Source Performance Standard
IT	Information Technology	O&M	Operations and Maintenance
JEPRS	JSC Environmental Problem Reporting System	O/W	Oil/Water
JPD	Johnson Space Center Policy Directive	O ₂	Oxygen
JPG	Johnson Space Center Procedures and Guidelines	ODS	Ozone Depleting Substances
JPR	Job Performance Requirement	OMOH	Occupational Medicine Occupational Health
JSC	Johnson Space Center	OP-NOTIFY	Notification of Off-Permit/Operational Flexibility Action
LTM	Long Term Monitoring	OSHA	Occupational Safety and Health Administration
MAP	Model Accreditation Plan	P2	Pollution Prevention
MECT	Mass Emission Cap and Trade	PACM	Presumed Asbestos Containing Material
MSW	Municipal Solid Waste	PBR	Permit By Rule
NAMIS	NASA Aircraft Maintenance Information System	POP	Program Operating Plan
NASA	National Aeronautics and Space Administration	PPOA	Pollution Prevention Opportunity Assessments
NEPA	National Environmental Policy Act	PST	Petroleum Storage Tank
NESHAP	National Emissions Standards for Hazardous Air Pollutants	PTE	Potential To Emit
NETS	NASA Environmental Tracking System	QA	Quality Assurance
NF	NASA Form	QC	Quality Control
NFS	NASA Federal Acquisition Regulation Supplement	RATA	Relative Accuracy Test Audit
NOR	Notice of Registration	RCRA	Resource Conservation and Recovery Act
NOx	Nitrogen Oxide	REC	Record Environmental Consideration
		RVP	Reid Vapor Pressure

**ATTACHMENT 1
ACRONYMS AND ABBREVIATIONS**

SAA	Satellite Accumulation Areas	TCEQ	Texas Commission on Environmental Quality
SAI	Spray Applied Insulation		
SEC	Sedimentation and Erosion Control	TPDES	Texas Pollutant Discharge Elimination System
SOP	Standard Operating Procedure	TRI	Toxic Release Inventory (EPA/TCEQ)
SOW	Statement of Work		
SPA	STEERS Participation Agreement	TRRP	Texas Risk Reduction Program
		TSCA	Toxic Substance Control Act
SPCC	Spill Prevention, Control and Countermeasures	TDSHS	Texas Department of State Health Services
SSIDMP	Sanitary Sewer Industrial Discharge Management Plan	TSDR	(Commercial) Treatment, Storage, Disposal, or Recycling Facility
SSME	Scheduled Startup, Shutdown and Maintenance Event	TVP	True Vapor Pressure
STEERS	State of Texas Environmental Electronic Reporting System	USACE	United States Army Corps of Engineers
SWMP	Storm Water Management Program	USDA	US Department of Agriculture
		UTM	Universal Transverse Mercator
SWPPP	Storm Water Pollution Prevention Plan	WBS	Work Breakdown Structure
		WAD	Work Authorization Document
TAC	Texas Administrative Code	WRPA	Waste Reduction Policy Act

Attachment 2

Personnel Training Guidelines and Certification Requirements

Functional Job Descriptions

The following functional job descriptions contain the qualification guidelines and certification requirements for the listed critical job functions and do not relieve the Contractor from providing such additional personnel of sufficient experience, education, and training to accomplish all work required by this contract.

(1) Environmental Program Manager

The Contractor shall provide an Environmental Program Manager to oversee and manage the Environmental Program and contract execution.

(a) Management functions include:

- (i) Assuring that cost, schedule, and technical objectives of this contract are achieved.
- (ii) Managing all facets of the Contractor's and any subcontractor's activities.
- (iii) Assuring timely and effective communications with NASA managers and technical personnel.
- (iv) Responsibility for reporting all facets of the Contractor's and any subcontractor's activities and progress.
- (v) Responsibility for accomplishing major procurement activities in the acquisition of systems, subsystems, elements of subsystems, and for repair and updating them as required, to meet NASA's program requirements.
- (vi) Ensuring contractor environmental documents, and presentations are certified as true, complete, and accurate, are provided on-time, and of such professional quality so as to represent NASA as an efficient, effective, and innovative leader in the environmental field.
- (vii) Interacting with NASA and regulatory personnel.
- (viii) Possessing excellent written and verbal communication skills.
- (ix) Negotiating credibly and persuasively at all levels in the organizations and across all functions.
- (x) Delegating authority to an Assistant/ Deputy during all absences away from JSC. The Assistant/Deputy will be held responsible in the same manner and degree as the Environmental Program Manager.

(b) Qualification guidelines for the Environmental Program Manager position are as follows:

- (i) Prefer a Bachelor of Science (BS) Degree in an Environmental Science, Environmental or Chemical Engineering, Chemistry, or other related science degree.
 - (ii) Prefer a minimum of 5 years continuous work experience as an environmental manager at a large, multi-employer and multi-discipline Federal aerospace (preferred) or commercial manufacturing facility, operating as a large quantity generator of hazardous wastes, and plant operations preferably in an ozone non-attainment area.
 - (iii) Prefer a minimum of 15 years of total continuous experience in multiple, major, environmental programs with a demonstrated record of compliance and continual improvement.
 - (iv) Prefer recent Texas environmental experience working with the Texas Commission on Environmental Quality (TCEQ), Texas Department of State Health Services (TDSHS), EPA Region VI, Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT) and local regulatory agency laws, standards, and guidance materials.
- (c) Licensing requirements for the Environmental Program Manager position are as follows:
- (i) Shall have a valid license from the Texas Board of Professional Engineers as a Professional Engineer (P.E.) or obtain prior to the end of contract year one.

(2) Air Program Engineer

The Contractor shall provide an Air Program Engineer to manage the Air Program.

(a) Qualification guidelines for the Air Program Engineer are as follows:

- (i) Prefer a minimum BS Degree in Environmental, Chemical, Mechanical, or Civil Engineering from an Accreditation Board for Engineering and Technology (ABET)-accredited college or university with major or concentrated study in air issues.
- (ii) Prefer a minimum of 5 years experience working with the Texas air program regulations and the Federal Clean Air Act.
- (iii) Prefer a minimum of 5 years industrial air pollution control experience.
- (iv) Prefer broad experience with air quality, compliance, and permitting issues.

(b) Licensing requirements for the Air Program Engineer are as follows:

- (i) Shall have a valid license from the Texas Board of Professional Engineers as a Professional Engineer (P.E.) or obtain prior to the end of contract year one.

(c) Certification requirements for the Air Program Engineer are as follows:

- (i) Shall possess and maintain valid certification by TCEQ as a Visible Emissions Evaluator.

(3) Air Quality Specialist

The Contractor shall provide an Air Quality Specialist.

(a) Qualification guidelines for the Air Quality Specialist position are as follows:

- (i) Prefer a BS Degree plus 2 years experience or minimum 5 years equivalent experience working with the Texas air program regulations and the Federal Clean Air Act.

(b) Certification requirements for the Air Quality Specialist position are as follows:

- (i) Shall possess and maintain valid certification by TCEQ as a Visible Emissions Evaluator.

(4) Water Pollution Compliance Specialist

The Contractor shall provide a Water Pollution Compliance Specialist to manage the Water Pollution Control and Prevention Program.

(a) Qualification guidelines for the Water Pollution Compliance Specialist are as follows:

- (i) Prefer a B.S. Degree in Chemistry, Environmental Science/Management or in Chemical or Environmental Engineering or related science, with major or concentrated study in water or wastewater issues.
- (ii) Prefer a minimum of 7 years experience in National Pollutant Discharge Elimination Permit or Texas wastewater compliance programs.
- (iii) Prefer competency and experience with EPA/TCEQ Clean Water Act regulations and guidance regarding wastewater and storm water discharges and management.
- (iv) Prefer competency to conduct wetlands delineation in accordance with U.S. Army Corps of Engineers requirements.

(5) Industrial Solid Waste Compliance Engineer

The Contractor shall provide an Industrial Solid Waste (ISW) Compliance Engineer.

(a) Qualification guidelines for the Industrial Solid Waste Compliance Engineer are as follows:

- (i) Prefer a B.S. degree in Environmental Science, Environmental Management, Chemistry, Environmental Engineering, Chemical Engineering or other related applicable science.
- (ii) Prefer a minimum of 5 years continuous and recent work experience in the management or oversight of Resource Conservation and Recovery Act (RCRA) hazardous waste and Texas industrial solid waste compliance management operations.
- (iii) Prefer a minimum of 10 years continuous recent experience in environmental programs.
- (iv) Prefer a knowledge of and experience in current TCEQ, EPA Region VI, and DOT regulations, guidance, standards, and processes related to generation, transportation, storage, and disposal of all Texas classes of waste (TCEQ Class 1H, 1, 2, and 3). This knowledge includes profiling, characterizing, segregating, sampling, packaging, transportation, and disposition of diverse industrial solid wastes; development of required plans and reports related to ISW; experience in managing waste storage and accumulation facilities; and evaluating waste generating processes for compliance and improvement opportunities.

- (v) Prefer a minimum of 5 years experience in hazardous material spill response to manage and respond to spills and releases, directing spill response teams and response resources, prefer knowledge of the Incident Command System.
- (vi) Prefer experience applying TCEQ Risk Reduction Rules and risk based assessments to affected cleanups, determining reportable quantities for preparing regulatory notifications, and tracking and evaluating spill/release incidents for corrective action to eliminate or reduce recurrence of similar incidents site wide.

(b) Certification requirements for the Industrial Solid Waste Compliance Engineer are as follows:

- (i) Shall have current Hazardous Waste Operations and Emergency Response (HAZWOPER) training certification.
- (ii) Shall have required RCRA training to perform ISW and spill response activities.

(6) Industrial Solid Waste Specialist

The Contractor shall provide an ISW Specialist.

(a) Qualification guidelines for the Industrial Solid Waste Specialist are as follows:

- (i) Prefer a BS Degree.
- (ii) Prefer a minimum of 2 years of work experience in the management or oversight of RCRA hazardous waste and Texas industrial solid waste compliance management operations.
- (iii) Prefer a knowledge of and experience in current TCEQ, EPA Region VI, and DOT regulations, guidance, standards, and processes related to generation, transportation, storage, and disposal of all Texas classes of waste (TCEQ Class 1H, 1, 2, and 3).

(b) Certification requirements for the Industrial Solid Waste Specialist are as follows:

- (i) Shall have required RCRA training to perform ISW activities.

(7) Environmental Operations Engineer

The Contractor shall provide an Environmental Operations Engineer to design, operate, and review environmental treatment systems.

(a) Qualification guidelines for the Environmental Operations Engineer are as follows:

- (i) Prefer a B.S. Degree in Environmental, Chemical or Civil Engineering.
- (ii) Prefer 5 years of successful experience designing, operating, maintaining, reviewing and optimizing liquid chemical processes and treatment systems, waste, and water treatment systems, and making recommendations for component and system upgrades to existing systems.

(8) Environmental Projects Supervisor

The Contractor shall provide an Environmental Projects Supervisor.

(a) Qualification guidelines for the Environmental Projects Supervisor are as follows:

- (i) Prefer a B.S. Degree in Hydrogeology, Geology, Chemistry, Environmental or Chemical Engineering or related science.
- (ii) Prefer a minimum of 7 years experience in RCRA or Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) project management, site assessment, site restoration and restoration technologies, corrective action and closure plans.
- (iii) Prefer additional work experience in managing hazardous waste storage facilities, developing policies, plans, procedures, developing and implementing pollution prevention, sustainable acquisition, waste minimization programs, activities, plans, and recommending new technologies.
- (iv) Prefer experience with TCEQ regulations and guidance especially the Texas Risk Reduction rules, EPA, OSHA and DOT regulations.

(b) Licensing requirements for the Environmental Projects Supervisor are as follows:

- (i) Shall have a valid license by the Texas Board of Professional Geoscientists or the Texas Board of Professional Engineers or obtain prior to the end of contract year one.

(9) Environmental Projects Specialist

The Contractor shall provide an Environmental Projects Specialist.

(a) Qualification guidelines for the Environmental Projects Specialist are as follows:

- (i) Prefer a B.S. Degree in Hydrogeology, Geology, Chemistry, Environmental or Chemical Engineering or related science.

- (ii) Prefer a minimum of 3 years experience in RCRA or CERCLA project management, site assessment, site restoration and restoration technologies, corrective action and closure plans.
- (iii) Prefer work experience in managing hazardous waste storage facilities, developing policies, plans, procedures, developing and implementing pollution prevention, sustainable acquisition, waste minimization programs, activities, plans, and recommending new technologies.
- (iv) Prefer experience with TCEQ regulations and guidance especially the Texas Risk Reduction rules, EPA, OSHA and DOT regulations.

(10) Asbestos Program Specialist

The Contractor shall provide an Asbestos Specialist.

(a) Qualification guidelines for the Asbestos Program Specialist are as follows:

- (i) Prefer a B.S. Degree in Environmental Science, Chemistry or related science.
- (i) Prefer a minimum of 5 years experience in management of asbestos.
- (iii) Prefer experience in preparing, submitting, and tracking required TDSHS, OSHA, and EPA asbestos notifications, submittals and reports.

(b) Certification requirements for the Asbestos Program Specialist are as follows:

- (i) Shall have current OSHA and TDSHS training certifications in the following areas:
 - (A) Asbestos abatement operations, class I-IV;
 - (B) Asbestos Site Supervisor;
 - (C) Asbestos Inspector/evaluator;
 - (D) Asbestos Designer/Planner.

(11) Pollution Prevention/Sustainability Program Specialist

The Contractor shall provide a Pollution Prevention/Sustainability Program Specialist.

(a) Qualification guidelines for the Pollution Prevention/Sustainability Program Specialist are as follows:

- (i) Prefer a B.S. Degree in Environmental Science or Management, or Chemistry, Environmental or Chemical Engineering or related science.

- (ii) Prefer a minimum of 5 years experience in developing pollution prevention and policies, plans, and procedures, and in implementing pollution prevention, and waste minimization programs, activities, plans, and recommending new technologies.
- (iii) Prefer experience with EPA and TCEQ regulations and guidance regarding source reduction and waste minimization.
- (iv) Prefer experience with sustainability principles and strategic risk management as it applies to environmental and aerospace programs.

(12) Recycling/Sustainable Acquisition Program Specialist

The Contractor shall provide a Recycling/Sustainable Acquisition Program Specialist

(a) Qualification guidelines for the Recycling/Sustainable Acquisition Program Specialist are as follows:

- (i) Prefer a B.S. Degree in Environmental Science or Management, or Chemistry, Environmental or Chemical Engineering or related science.
- (ii) Prefer a minimum of 3 years experience in developing recycling plans, policies and procedures, and in implementing recycling and waste minimization programs, activities, plans and recommending new technologies.
- (iii) Prefer experience with EPA and TCEQ regulations and guidance regarding recycling, source reduction and waste minimization.
- (iv) Prefer experience in developing and implementing sustainable acquisition programs. If no experience exists, training must be obtained within 30 days of contract start date.

(13) IT Specialist/Database Administrator

The Contractor shall provide an IT Specialist/Database Administrator to manage information technology, information security aspects, and to serve as the Computer Security Officer for the contract.

(a) Qualification guidelines for the IT Specialist/Database Administrator are as follows:

- (i) Prefer a minimum of 5 years experience with Microsoft (MS) Office, database administration, web page design and administration, and graphics and report generating programs.
- (ii) Prefer experience in adapting complex data, spreadsheets, charts and presentations for clarity and widespread

- understanding for a variety of audiences from senior management to laborers and operators.
- (iii) Prefer experience in administering databases and processing customer queries.
 - (iv) Prefer experience with information security management.
 - (v) Prefer expertise in designing and maintaining an internal website for an office in a large multi-discipline, multi-contractor company.
 - (vi) Prefer experience with Geographic Information System (GIS), Arcview, ArcEditor, ArcInfo, ArcMap, and other GIS programs. If no experience in GIS, training must be obtained within 1 year of contract award.

(14) Environmental Specialist/Sampler

The Contractor shall provide an Environmental Specialist/Sampler.

- (a) Qualification guidelines for the Environmental Specialist/Sampler are as follows:
 - (i) Prefer a Bachelor's degree in Chemistry, Biology, Environmental Science, Environmental Management or other related applicable science.
 - (ii) Prefer a minimum of 2 years recent work experience as an ISW or wastewater sampler.

- (b) Certification requirements for the Environmental Specialist/Sampler are as follows:
 - (i) Shall have required RCRA training to perform ISW sampling and spill response activities.

SECTION D

PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

- I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) -
No FAR By-reference clauses in Section D.
- II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) -
No NASA FAR Supplement By-reference clauses in Section D.

D.2 PACKAGING, HANDLING, AND TRANSPORTATION (NFS 1852.211-70) (SEP 2005)

- (a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components," as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.
- (b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.
- (c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

(END OF SECTION)

SECTION E

INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) -

52.246-3 INSPECTION OF SUPPLIES-COST REIMBURSEMENT (MAY 2001)

52.246-5 INSPECTION OF SERVICES-COST REIMBURSEMENT (APR 1984)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) -

No NASA FAR Supplement By-reference clauses in Section E.

E.2 INSPECTION AND ACCEPTANCE

Final inspection and acceptance shall be accomplished by the Contracting Officer or his/her duly authorized representative at NASA Lyndon B. Johnson Space Center or at other locations as dictated by the Statement of Work.

(End of clause)

(END OF SECTION)

SECTION F

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

- I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) -
52.242-15 STOP WORK ORDER (AUG 1989)-ALTERNATE I (APR 1984)
52.247-34 F.O.B. DESTINATION (NOV 1991)
- II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) -
No NASA FAR Supplement By-reference clauses in Section F.

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract shall be December 18, 2007 through December 17, 2009.

(End of clause)

F.3 OPTION TO EXTEND THE PERIOD OF PERFORMANCE (JSC PROCUREMENT INSTRUCTION 52.217-90) (OCT 1996)

The Government may require the contractor to perform services under this contract. The contracting officer may exercise this option by issuance of a unilateral contract modification 30 days or more before the end of the period of performance set forth in Clause F.2. Should the option be exercised, the resultant contract will include all terms and conditions of the basic contract as it exists immediately prior to the exercise of the option, except for the following changes:

OPTION 1

A. B.3 entitled "ESTIMATED COST AND AWARD FEE" shall be modified to reflect the addition of \$2,106,767 to the estimated cost, \$0 to the base fee, and \$189,609 to the maximum award fee.

B. "INDEFINITE DELIVERY INDEFINITE QUANTITY RATES" that may be ordered and the Contractor may be obligated to furnish are set forth in Clause B.5 "Rates for Contract Year 3, Option 1."

C. F.2 entitled "PERIOD OF PERFORMANCE" shall be modified to reflect the period of performance "through December 17, 2010."

OPTION 2

A. B.3 entitled "ESTIMATED COST AND AWARD FEE" shall be modified to reflect the addition of \$2,165,124 to the estimated cost, \$0 to the base fee, and \$194,861 to the maximum award fee.

B. "INDEFINITE DELIVERY INDEFINITE QUANTITY RATES" that may be ordered and the Contractor may be obligated to furnish are set forth in Clause B.5 "Rates for Contract Year 4, Option 2."

C. F.2 entitled "PERIOD OF PERFORMANCE" shall be modified to reflect the period of performance "through December 17, 2011."

SECTION F

DELIVERIES OR PERFORMANCE

OPTION 3

A. B.3 entitled "ESTIMATED COST AND AWARD FEE" shall be modified to reflect the addition of \$2,226,971 to the estimated cost, \$0 to the base fee, and \$200,427 to the maximum award fee.

B. "INDEFINITE DELIVERY INDEFINITE QUANTITY RATES" that may be ordered and the Contractor may be obligated to furnish are set forth in Clause B.5 "Rates for Contract Year 5, Option 3."

C. F.2 entitled "PERIOD OF PERFORMANCE" shall be modified to reflect the period of performance "through December 17, 2012."

End of clause

F.4 BILLS OF LADING (NFS 1852.247-73) (JUN 2002)

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

(a) Commercial Bills of Lading.

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

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

Contract or Order Number: NNJ08JB01C

Destination: TBD ."

(b) Government Bills of Lading.

(1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government bills of lading (GBLs). As used in this clause, "domestic overseas" means non-continental United States, i.e. Hawaii, Commonwealth of Puerto Rico, and possessions of the United States.

(2) At least 15 days before shipment, the Contractor shall request in writing GBLs from: NASA Johnson Space Center, Attn: Silvia Hanagriff, Mail Code JB7, 2101 NASA Parkway, Houston, Texas 77058-3696. If time is limited, requests may be by telephone: Silvia Hanagriff, 281-483-6512. Requests for GBLs shall include the following information.

- (i) Item identification/ description.
- (ii) Origin and destination.
- (iii) Individual and total weights.

SECTION F

DELIVERIES OR PERFORMANCE

- (iv) Dimensional weight.
- (v) Dimensions and total cubic footage.
- (vi) Total number of pieces.
- (vii) Total dollar value.
- (viii) Other pertinent data.

(End of clause)

F.5 SHIPPING INSTRUCTIONS (JSC PROCUREMENT INSTRUCTION 52.247-94) (APR 2006)

All documentation shall be shipped to the address below:

Parcel Post Shipments and Freight Shipments

Ship to:

NASA Johnson Space Center
Building 421
2101 NASA Parkway
Houston, TX 77058-3696

Mark for: Accountable Property Officer (TBD)

Contract Number *NNJ08JBOIC*

For reissue to: _____

(Name)

(Mail Code) (Bldg.) (Rm.)

(End of clause)

F.6 PHASE-IN AND PHASE-OUT

(a) Contractor Phase-In. The services provided by this contract are vital to the Government's overall effort, and continuity must be maintained at a consistently high level without disruption. The Contractor is expected to meet full performance requirements from the start date of the base contract period. The Phase-In period shall not exceed 30 calendar days prior to the start date of the base contract period. Office space will not be provided by the Government during the Phase-In period. The Contractor shall support a weekly meeting with the incumbent contractor(s) to discuss/identify problems or areas requiring attention during this Phase-In period. The Contractor shall accomplish Phase-In in accordance with DRL AN-1-2, Phase-In Plan.

The total price of Phase-In shall not exceed \$27,140. Any costs incurred in excess of this amount shall be unallowable under this or any other Government contract.

(b) Contractor Phase-Out. The contractor shall phase-out at contract end in a cooperative manner with the Government and new contractor to allow for continuity of services and smooth transition. Phase-Out activities shall be accomplished in accordance with FAR 52.237-3 "Continuity of Services."

(End of clause)

(END OF SECTION)

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

- I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) -
No FAR By-reference Clauses in Section G.
- II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) -
 - 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004)
 - 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (JUL 1997)
 - 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (OCT 2003)-Insert in (b)(3) LF/631 Property Accounting and JB3/Property Administrator

G.2 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/REPRESENTATIVES OF FOREIGN CONTRACTORS (JSC PROCUREMENT INSTRUCTION 52.204-91) (JAN 2006)

- (a) An employee of a domestic Johnson Space Center (JSC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the JSC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign JSC contractor/subcontractor may not be admitted to the JSC site without special arrangements. For employees as described above, advance notice must be given to the Security Office of the host installation [JSC or White Sands Test Facility (WSTF)] at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided. Contractors should be aware that approval for access to the site and issuance of a badge may take much longer than three weeks and sufficient lead time must be allowed to accommodate the approval process.
- (b) All visit/badge requests for persons described in (a) above must be entered in the NASA Foreign National Management System (NFMMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a JSC or WSTF badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with JSC and WSTF security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into JSC or WSTF until approved and processed through the NFMMS. Unescorted access will not be granted unless a favorable National Agency Check (NAC) has been completed by

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the JSC Security Office, and an approved NASA Foreign National Visitor Security/Technology Control Plan (STTCP), (previously called the Access Control Plan) has been submitted and approved.

- (c) The contractor agrees that it will not employ for the performance of work onsite at the JSC or WSTF any individuals who are not legally authorized to work in the United States. If the JSC or WSTF Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.
- (d) The contractor agrees to provide the information requested by the JSC or WSTF Security Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to JSC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by JSC or any other Center to be visited.

(End of clause)

G.3 EL PASO INTERNATIONAL AIRPORT 10-YEAR FINGER PRINT CRIMINAL HISTORY CHECK

All contractor employees who require unescorted access to the El Paso International Airport Security Identification Display Area (SIDA) shall submit his/her fingerprints to the United States Office of Personnel Management for a fingerprint-based criminal history record check. The contractor may contact the El Paso International Airport Badging Office at 915-780-4750 to make an appointment for fingerprinting.

(End of clause)

G.4 AWARD FEE FOR SERVICE CONTRACTS (NFS 1852.216-76) (JUN 2000)

- (a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.
- (b) In accordance with the contract award fee plan, the Government shall evaluate the Contractor's performance to determine the amount of award fee earned by the contractor during the evaluation period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with Attachment J-2. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

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- (c) The Government will advise the Contractor in writing of the evaluation results. The payment office (see G.5) will make payment based on issuance of unilateral modification by contracting officer.
- (d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.
- (e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at Attachment J-2. Award fee, which is not earned in an evaluation period, cannot be reallocated to future evaluation periods.
- (f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 80 percent or the prior period's evaluation score.
- (2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.
- (3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.
- (4) Provisional award fee payments will be made prior to the first award fee determination by the Government.
- (g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of clause)

G.5 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998)

- (a) The designated billing offices for cost vouchers for purposes of the Prompt Payment clause of this contract are indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.
- (b)(1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:
 - NASA Lyndon B. Johnson Space Center
 - Financial Services Branch
 - Accounts Payable Group
 - Mail Code LF231

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Houston, TX 77058-3696

- (2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.
- (3) Copies of vouchers should be submitted as directed by the Contracting Officer.
- (c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

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

Defense Contract Audit Agency- Columbia Branch Office
10025 Govenor Warfield Parkway
One Mall North, Suite 200
Columbia, Maryland 21044

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

- (i) Copy 1 to the appropriate NASA Contracting Officer;
- (ii) Copy 2 Auditor;
- (iii) Copy 3 Contractor;

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

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

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: GFI
Houston, TX 77058-3696

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

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

(End of clause)

G.6 JSC HAZARDOUS MATERIALS USE (JSC PROCUREMENT INSTRUCTION 52.223-92) (DEC 1999)

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- (a) This clause is JSC-unique, and the requirements are in addition to any U.S. Environmental Protection Agency, U.S. Occupational Safety and Health Administration, or other state or Federal regulation or statute. Therefore, the following requirements do NOT supercede any statutory or regulatory requirements for any entity subject to this clause.
- (b) "Hazardous materials," for the purposes of this clause, consist of the following:
 - (1) Those materials defined as "highly hazardous chemicals" in Occupational Safety and Health Administration Process Safety Management Regulation, 29 Code of Federal Regulation 1010.119, without regard for quantity.
 - (2) Those "extremely hazardous substances" subject to the emergency planning requirements in the Environmental Protection Agency Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 355, Part 355, without regard for quantity.
 - (3) Those "hazardous substances" subject to the release notification requirements under Environmental Protection Agency's Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 302.4, without regard for quantity.
 - (4) Any radioisotope material or device that produces ionizing radiation.
 - (5) Any Class II, III, or IV laser as defined by the American National Standards Institute No. Z136.1 (1986)
 - (6) Any explosive or any pyrotechnics.
 - (7) Any pesticide.
- (c) The contractor shall develop and maintain an inventory listing the identity and quantity of hazardous materials stored or used onsite at JSC for the performance of the contract.
- (d) The contractor shall ensure that the proper training of its employees in the use and inherent hazards of these materials is accomplished prior to use.
- (e) The contractor shall notify the JSC Occupational Health and Test Support Office (SD13) prior to any initial use or different application of these materials.
- (f) The contractor shall use all hazardous materials properly and take all necessary precautions to ensure no harm is done to humans or the environment.
- (g) The contractor shall insert the substance of this clause, including this Paragraph with appropriate changes of designations of the parties, in subcontracts under which hazardous materials will be utilized, or may reasonably be expected to be utilized, onsite at JSC.
- (h) In the event the contractor fails or refuses to comply with any aspect of this clause, such failure or refusal may be considered a material breach of this contract.
(End of clause)

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G.7 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993) (APPLIES TO ID/IQ TASK ORDERS)

- (a) Performance of the work under this contract is subject to the written technical direction of a Contracting Officer's Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NFS 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.
- (b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that –
- (1) Constitutes an assignment of additional work outside the statement of work;
 - (2) Constitutes a change as defined in the Changes clause;
 - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 15 calendar days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is –
- (1) Rescinded in its entirety; or
 - (2) Within the requirements of the contract and does not constitute a change under the Changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the Changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

G.8 IDENTIFICATION OF EMPLOYEES

At all times while on Government property, the contractor, subcontractors, their employees, and agents shall wear badges which will be issued by the NASA Badging &

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Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC), or at the Main Gate at the White Sands Test Facility (WSTF). JSC employee credentials and visitor badges will be issued only between the hours of 6:00 a.m. to 7:30 p.m., Monday through Friday, and 7:30 a.m. to 3:00 p.m. on Saturday. WSTF employee badges will be issued only between the hours of 8 a.m. to 2 p.m., Monday through Friday. WSTF visitor badges will be issued on a 7-day-a-week, 24-hour-a-day basis. Resident aliens and foreign nationals/representatives shall be issued green foreign national badges.

Each individual who wears a badge shall be required to sign personally for the badge. The contractor shall be held accountable for issued badges and all other related items and must assure that they are returned to the NASA Badging & Visitor Control Offices upon completion of work under the contract. Failure to comply with the NASA contractor termination procedures upon completion of the work (e.g., return of badges, decals, keys, Controlled Access Area cards, clearance terminations, JSC Public Key Infrastructure (PKI)/special program deletions, etc.) may result in final payment being delayed.

(End of clause)

G.9 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (NOV 2004)

- (a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

Property Custodian Responsibilities: Reference NPR 4200.2

Chapter 2: Responsibilities

Section 2.3 Property Custodians

Section 2.4 Full Time Property Custodians

Paragraphs 2.4.1 and 2.4.2

Chapter 4: Operational Procedures

Section 4.2 Identification of Equipment

Paragraphs 4.2.8, 4.2.9, 4.2.10

Section 4.3 Standard NEMS Reports for Property Custodians

Paragraphs 4.3.1 through 4.3.4.5

Section 4.4 Inventory Procedures

Paragraphs 4.4.1 through 4.4.5

Chapter 5 (Entire Content)

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User Responsibilities: Reference Document (NPR 4200.2)

Chapter 2

- 2.7 Responsibility of the Individual. The contractor shall ensure that each of its employees are responsible for Government property as follows: An employee has a duty to protect and conserve Government property and shall not use such property, or allow its use, for other than authorized purposes. Additional responsibilities include the following:
- 2.7.1 Reporting any missing or un-tagged (meeting the criteria for control) equipment, transfer, location change, or user change of equipment to the property custodian immediately.
 - 2.7.2 Notifying the property custodian, supervisor, and the Center security officer immediately if theft of Government property is suspected.
 - 2.7.3 Ensuring that equipment is used only in pursuit of approved NASA programs and projects.
 - 2.7.4 Notifying the property custodian of equipment not actively being used for determination of proper disposition.
 - 2.7.5 Ensuring that equipment is returned through the property custodian when no longer needed. Under no circumstances will an employee throw away Government equipment.
 - 2.7.6 Assigned users retain all responsibilities including notifying property custodians of all activity associated with the user's assigned equipment.
- 2.8 The contractor must ensure that all on-site contractor employees notify the contracting officer, property custodian, and SEMO upon termination of employment.

Chapter 4

- 4.2.11 The user will assist the custodian in completing NF 1618 and sign in the designated block.

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

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

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- (i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;
 - (ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;
 - (iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.
 - (iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.
- (2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(End of clause)

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

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

- (a) Office space, work area space, and utilities are currently provided in Building(s) 330 and 383. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.
- (b) General - and special-purpose equipment, including office furniture.
 - (1) Equipment to be made available is listed in Attachment J-4. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

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CONTRACT ADMINISTRATION DATA

- (2) If the contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.
 - (3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
- (c) Supplies from stores stock.
- (c) Publications and blank forms stocked by the installation.
- (d) Safety and fire protection for Contractor personnel and facilities.
- (e) Installation service facilities:
1. Audiovisual: Presentation services, sound services, Release Print Film Library, Film Repository, and loan of audiovisual equipment.
 2. Automatic Data Processing (ADP) Services (onsite only): Generally, this includes access to large general-purpose computer systems, workstations, and the accessing media; i.e., terminals, printers, data communications, and consultation and training in the use of said systems. Unless otherwise specified in the contract, this does not include providing computer systems or ADP services for the Contractor business management, accounting, and administrative functions.
 3. Transportation: Shuttle bus service for Contractor employees within the parameters provided for Government employees.
 4. Disposal Services: Disposal services for excess onsite and offsite Contractor-held/Government-owned property.
 5. Fabrication Services: Fabrication services such as machining, sheet metal and welding, electronics, metal finishing, model and plastics, and precision cleaning.
 6. Photography, Processing, and Closed-Circuit Television: For technical and scientific photography, photographic processing, photographic sciences, and closed-circuit television.
 7. Pickup and Delivery of Official Mail: Within the Center and to and from the Albert Thomas Post Office, provided the mail is properly sealed and stamped. Such mail will be picked up or dropped from only one point as designated by JSC or, if preferred, JSC will provide a box in the central mailroom for the Contractor to pick up and deposit its mail.
- (f) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (g) Cafeteria privileges for Contractor employees during normal operating hours.
- (h) Building maintenance for facilities occupied by Contractor personnel.
- (i) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

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- (j) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.
- (k) JSC Calibration Laboratory for calibration services.

(End of clause)

G.11 NASA RECORDS MANAGEMENT

The contractor shall create, maintain, preserve, and dispose of NASA records in accordance with NASA Procedural Requirements (NPR) 1441.1D "NASA Records Retention Schedules."

(End of clause)

(END OF SECTION)

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

No FAR By-reference clauses in Section H.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

1852.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)
1852.223-70	SAFETY AND HEALTH (APR 2002)
1852.223-76	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING (JUL 2003)
1852.225-70	EXPORT LICENSES (FEB 2000) ALTERNATE I (FEB 2000) (Insert JSC)
1852.242-72	OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) ALTERNATE II (OCT 2000)

This clause applies only to the Indefinite Delivery Indefinite Quantity portion of the contract.

1852.216-80 TASK ORDERING PROCEDURE (OCT 1996) (Insert 15 in (c) and (e))

H.2 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (JSC PROCUREMENT INSTRUCTION 52.209-90) (SEP 1988)

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the Contractor's proposal, dated May 30, 2007, by reference, with the same force and effect as if it were given in full text.

(End of clause)

H.3 MAJOR BREACH OF SAFETY OR SECURITY (NFS 1852.223-75) (FEB 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect:

- (1) the public;
- (2) astronauts and pilots;
- 3) the NASA workforce (including contractor employees working on NASA contracts);
and

(4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million;

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or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

- (b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.
- (c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

H.4 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

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

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.5 ASSOCIATE CONTRACTOR AGREEMENT (ACA)

- (a) The success of the Johnson Space Center (JSC) is dependent on the efforts of multiple contractors. The Environmental Contract contractor is a key participant. Other key contracts include the:

Facilities Contract: The Facilities Contract provides facilities maintenance and operations, repair, design, and construction services, and special events support.

Logistics Operations Contract: The Logistics Operations Contract provides logistics operations services, which includes the functional areas of supply and support services, equipment management, property disposal, and transportation management.

Grounds Contract: The Grounds Contract provides grounds maintenance services, implementation of green scape initiative, maintenance of grounds equipment, and special events support.

Custodial Contract: The Custodial Contract provides custodial services and special events support.

- (b) In order to achieve the efficient and effective implementation of JSC operations, the contractor shall establish the means for coordination and exchange of information with associate contractors. The information to be exchanged shall be that required by the contractors in the execution of their respective contract requirements. The contractors are strongly encouraged to seek out and foster cooperative efforts that will benefit JSC with increased safety, efficiency, and productivity.
- (c) Given the unique role of this contract, and interrelations with the operation, maintenance and utilization of the JSC, the contractor will engage in cooperative relationships that facilitate effective management of overall JSC effort.
- (d) To ensure successful operation of the JSC, the contractor shall establish formal guidelines to address coordination, cooperation, and communication. All program elements shall work in a coordinated fashion. Each contractor shall establish the means for the exchange of such data as needed in order to keep other project elements fully informed.

(End of clause)

H.6 CAPITAL EQUIPMENT

- (a) Introduction. The parties recognize the contractor may, from time-to-time during the basic period of performance of this contract, purchase equipment for the purpose of performing work described in the Statement of Work. Any such capital equipment will be capitalized and depreciated in accordance with the contractor's established cost accounting practices and procedures, which must be in conformance to any applicable requirements and standards of this contract.

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- (b) **Contractor Records.** The contractor agrees to maintain complete records of capital equipment that is subject to this clause. Such records shall include date of purchase, purchase price, depreciation schedule, and amount of depreciation recorded from time-to-time. The contractor further agrees to make these records available to the Contracting Officer promptly upon the latter's request, along with the contractor's best estimate of the un-depreciated balance of each equipment item.
- (c) **Right to Purchase.** The parties agree that if the Government does exercise its option to extend the contract or does not thereafter contract with the contractor for the performance of the same, or substantially the same services contemplated by this contract, the contractor will, upon request by the Contracting Officer, transfer title to any equipment identified by the Contracting Officer from the records reference above, to either (a) the Government, or (b) a successor contractor.
- (d) If a request for transfer of title to the Government, the Government agrees to recognize as allowable costs under the contract, for identified capital equipment, so much of the cost of the equipment that has not been depreciated as of the end of the contract period of performance. Payment of such un-depreciated balances will be no later than 30 days after transfer of title.

(End of clause)

(END OF SECTION)

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

- I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
 - 52.202-1 DEFINITIONS (JUL 2004)
 - 52.203-3 GRATUITIES (APR 1984)
 - 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
 - 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
 - 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
 - 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
 - 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
 - 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
 - 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
 - 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)
 - 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
 - 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
 - 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)
 - 52.215-8 ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT (OCT 1997)
 - 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (OCT 1997)
 - 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
 - 52.215-13 SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS (OCT 1997)
 - 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
 - 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
 - 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)
 - 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)
 - 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) (Insert - 30 calendar days)
 - 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
 - 52.219-8 UTILIZATION OF SMALL BUSINESS CONCENS (MAY 2004)
 - 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
 - 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

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52.222-3	CONVICT LABOR (JUN 2003)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION (JUL 2005)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2006)
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)
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (JUL 2005)
52.222-50	COMBATING TRAFFICKING IN PERSONS (APR 2006)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE 1 (JUL 1995)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) ALTERNATE I (AUG 2003) ALTERNATE II (AUG 2003)
52.223-10	WASTE REDUCTION PROGRAM (AUG 2000)
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-14	RIGHTS IN DATA - GENERAL (JUN 1987) AS MODIFIED BY NASA FAR SUPPLEMENT 1852.227-14 RIGHTS IN DATA—GENERAL (OCT 1995)
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.228-7	INSURANCE – LIABILITY TO THIRD PERSONS (MAR 1996)
52.228-8	LIABILITY AND INSURANCE—LEASED MOTOR VEHICLES (MAY 1999)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-17	INTEREST (JUN 1996)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2003) ALTERNATE I (FEB 2002)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) (Insert - 15 days after contract award)
52.232-35	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999) (Insert – See addresses in Clause G.5)

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52.233-1 DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)
52.233-3 PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985)
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)
52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13 BANKRUPTCY (JUL 1995)
52.243-2 CHANGES--COST-REIMBURSEMENT (AUG 1987) ALTERNATE II
(APR 1984)
52.244-2 SUBCONTRACTS (AUG 1998)--ALTERNATE I (JAN 2006) (INSERT IN
PARAGRAPH (e) SUBCONTRACTS IN EXCESS OF \$100,000)
52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
52.245-1 PROPERTY RECORDS (APR 1984)
52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-
MATERIAL, OR LABOR -HOUR CONTRACTS) (MAY 2004)
(DEVIATION) (AS MODIFIED BY NASA PIC 99-15) (SEP 10, 1999)
52.245-19 GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
52.246-23 LIMITATION OF LIABILITY (FEB 1997)
52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006) (Insert "NASA
Johnson Space Center"; Contract No. GFI; and POC in F.4(b)(2)."
52.248-1 VALUE ENGINEERING (FEB 2000)
52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-14 EXCUSABLE DELAYS (APR 1984)
52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND
RELATED SERVICES (JAN 1991)
52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

1852.216-89 ASSIGNMENT AND RELEASE FORMS (JUL 1997)
1852.219-74 USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)
1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)
1852.223-74 DRUG- AND ALCOHOL-FREE WORKFORCE (MAR 1996)
1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)
1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988)
1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)
1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)
1852.243-71 SHARED SAVINGS (MAR 1997)

(END OF BY REFERENCE SECTION)

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I.2 CLAUSES INCORPORATED BY REFERENCE (FAR 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 these addresses:

Federal Acquisition Regulation Internet address -
<http://acquisition.gov/far/loadmainre.html>

NASA FAR Supplement Internet address -
<http://www.hq.nasa.gov/office/procurement/regs/nfstocA.htm>

(End of clause)

I.3 APPROVAL OF CONTRACT (FAR 52.204-1) (DEC 1989)

This contract is subject to written approval of the JSC Procurement Officer and shall not be binding until so approved.

(End of clause)

I.4 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (NOV 2006) (See Attachment J-9.)

- (a) The contractor shall comply with agency personal identity verification procedures identified in the contract that implements Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-22, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a federal information system.

(End of clause)

I.5 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76) (NOV 2004) (DEVIATION)

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

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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 and the NASA Security Operations Center.
- (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

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processed, either by information systems in direct support of the contract or that are incidental to the contract.

- (6) The Contractor shall ensure that all individuals who perform tasks as a system administrator, or have authority to perform tasks normally performed by a system administrator, demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services, network services, files storage, and/or web services, to someone else other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.
- (7) 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.

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- (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.

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(f) The Contractor shall insert this clause, including this paragraph (f), in all subcontracts when the subcontractor is required to –

- (1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or
- (2) Use information systems to generate, store, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of clause)

I.6 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.
- (b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Lucy V. Kranz, 2101 NASA Parkway, Houston, TX 77058, at 281-483-0490, facsimile 281-483-2200, e-mail lucy.v.kranz@nasa.gov. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

I.7 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$ -0- or the overtime premium is paid for work-
 - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

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(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

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

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

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

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

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

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

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

1.8 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

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

This Statement is for Information Only:

It is not a Wage Determination

Employee Class Monetary Wage--Fringe Benefits - See Attachment J-6.

Secretary, III, GS-6, \$17.33/hr, \$3.01/hr fringe benefits

(End of clause)

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I.9 DRUG-FREE WORKPLACE (FAR 52.223-6) (MAY 2001)

(a) Definitions. As used in this clause-

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about-

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

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- (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will-
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

(End of clause)

I.10 NOTICE OF RADIOACTIVE MATERIALS (FAR 52.223-7) (JAN 1997)

- (a) The Contractor shall notify the Contracting Officer or designee, in writing, 5 calendar days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity

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per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall--
 - (1) Be submitted in writing;
 - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
 - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

I.11 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)

(a) Definitions. As used in this clause-

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

- (1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and
- (2) Submit this estimate to the Contracting Officer.

(End of clause)

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I.12 OZONE-DEPLETING SUBSTANCES (FAR 52.223-11) (MAY 2001)

- (a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as-
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * TBD, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

I.13 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FAR 52.247-67) (FEB 2006)

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—
- (1) By the Contractor under a cost-reimbursement contract; and
 - (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (c) Contractors shall submit the above referenced transportation documents to—

[To be filled in by Contracting Officer]

(End of clause)

I.14 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 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.

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

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

(End of clause)

The following clauses apply only to the Indefinite Delivery Indefinite Quantity Portion of the Contract

I.15 ORDERING (FAR 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 contract start date through contract completion date.
- (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)

I.16 ORDERING LIMITATIONS (FAR 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 \$250.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor—
- (1) Any order for a single item in excess of \$500,000;
 - (2) Any order for a combination of items in excess of \$1,000,000; or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (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) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, 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 7 calendar 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.

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

(End of clause)

I.17 INDEFINITE QUANTITY (FAR 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 30 days from end of the period performance.

(End of clause)

(END OF SECTION)

SECTION J
LIST OF ATTACHMENTS

<u>Attachments</u>	<u>Title</u>	<u>Page Number</u>
J-1	Data Requirements List (DRL) and Data Requirements Description (DRD)	J-1-p.1
J-2	Award Fee Evaluation Plan	J-2-1
J-3	Safety and Health Plan (The contract incorporates the Contractor's Safety and Health Plan by reference with the same force and effect as if it were given in full text.)	J-3-1
J-4	Installation Accountable Government Property	J-4-1
J-5	Environmental 533 Excel Spreadsheets (DRD AN-1-3)	J-5-1
J-6	U.S. Department of Labor Wage Determination	J-6-1
J-7	RESERVED	Reserved
J-8	Phase-In Plan (The contract incorporates the Contractor's Phase-In Plan by reference with the same force and effect as if it were given in full text.)	J-8-1
J-9	NASA Personal Identity Verification Card Issuance (PCI) Procedure	J-9-1

JSC DATA REQUIREMENTS LIST (DRL)

(Based on JSC-STD-123)

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT J-1 – DATA REQUIREMENTS LISTINGS AND SUBMITTALS

TABLE OF CONTENTS

<u>DOCUMENT</u>	<u>DESCRIPTION</u>	<u>FREQUENCY</u>	<u>PAGE</u>
DRL	DATA REQUIREMENTS LISTING		
AN-1-2	Phase-In Plan	As Required	J-1-11
AN-1-3	NF533 Cost and Data Reporting	As Required	J-1-13
SA-1-1	Safety and Health Plan	As Required	J-1-32
SA-1-2	Monthly Safety and Health Metrics	As Required	J-1-41
AN-1-4	Environmental and Energy Consuming Product Compliance Report	As Required	J-1-44
AN-1-5	Performance Metrics and Workload	As Required	J-1-46
AN-1-6	JSC Emergency Preparedness Plan	As Required	J-1-49
EN-2-2	Environmental Management and Compliance Reports	As Required	J-1-50
EN-2-3	Water Pollution Control and Prevention Reports	As Required	J-1-58
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EN-2-8	Program and Project Reviews and Construction Support Reports, Plans and Submittals	As Required	J-1-78
EN-2-9	Pollution Prevention (P2) and Sustainability Programs Reports and Plans	As Required	J-1-81
EN-2-10	Recycling And Municipal Solid Waste (MSW) Program Reports	As Required	J-1-85
EN-2-11	Sustainable Acquisition Program Reports	As Required	J-1-86
EN-2-12	Asbestos Programs Reports and Notifications	As Required	J-1-87
EN-2-13	Emergency Planning and Community Right-to-Know Act (EPCRA)	As Required	J-1-89
AN-1-7	Wage/Salary and Fringe Benefit Data	Annually	J-1-90
AN-1-8	Information Technology Security Management Plans	As Required	J-1-95
AN-1-9	Information Technology Capital Planning and Investment Control	As Required	J-1-96

JSC DATA REQUIREMENTS LIST (DRL)

(Based on JSC-STD-123)

DRL IDENTIFICATION

- a. **Title** - Enter nomenclature descriptive of activity to which the DRL pertains, such as project, contract, statement of work, or request for proposal.
- b. **Contract/RFP Number** - Enter contract number or RFP number, if applicable.
- c. **Date** - Enter DRL preparation date as follows: Month-Day-Year. Subsequent modification dates may also be entered in this block.

LINE ITEM IDENTIFICATION

1. **Line Item No.** - Number line items sequentially, 1 through 999.
2. **DRD Title** - Enter DRD title from block 1 of JSC Form 2341.
3. **Frequency** - Enter frequency of submittal code as follows:

<u>Code</u>	<u>Description</u>	<u>Code</u>	<u>Description</u>	<u>Code</u>	<u>Description</u>
AD	As Directed	DD	Deferred Delivery	RD	As Released
AN	Annually	EOGFY	End of Government Fiscal Year	RT	One Time and Revisions
AR	As Required	MO	Monthly	SA	SemiAnnually
BE	Biennially (Every other yr.)	OT	One Time	TY	Three Per Year
BM	Bimonthly (Every other mo.)	PV	Per Vehicle	UR	Upon Request
BW	Biweekly (Every other week)	QU	Quarterly	WK	Weekly
DA	Daily				

4. **As-Of Date** - If reports are of a recurring nature, give as-of date (cutoff date and due date: e.g., 15/1 indicated input cutoff date of 15th and due date of 1st). Amplify in Remarks, Item 9, if necessary.
5. **First Submittal** - Enter Month/Day/Year of initial submittal. If calendar date is not scheduled, enter number of days preceding or following event to which data requirement is related (e.g., 90 days prior to launch). Amplify in Remarks, Item 9, if necessary.
6. **Copies** - Complete 6a and 6b as specified below.
 - a. **Type** - Enter code as follows:

<u>Code</u>	<u>Definition</u>	<u>Code</u>	<u>Definition</u>
PRINT	Printed Copies	ELECT	Electronic copy through Email
REPRO	Reproducible Copy	OTHER	Explain Remarks, Item 9
MIXED	Combination of Other Codes		

- b. **Number** - Enter number of copies required opposite each type of copy furnished.
7. **Data Type** - Check the appropriate data type. Additional detail needed to clarify types or define subtypes may be added in block 9, REMARKS.
 - (1) Written Approval - Data requiring written approval by the NASA OPR before implementation into procurement or development program.
 - (2) Mandatory Submittal - Data submitted to NASA for coordination, information, review, and/or management control.
 - (3) Submittal upon Request - Data prepared and retained by respondent to be made available to requiring organization upon request.
8. **DISTRIBUTION** - List current codes or addresses and names of organizations which are to receive copies of documents generated under the DRD. If more than one copy is required, so indicate in parenthesis by recipient's name. Continue on a blank sheet if necessary.
9. **REMARKS** - Enter in this space.
 - a. Reference to specific work statement paragraph as applicable to explain relationship of data to task.
 - b. Additional submittal information, if necessary.
 - c. Comments which explain an entry made in any block of the DRL.
 - d. OPR for a specific DRD, if different from contract COTR.

JSC DATA REQUIREMENTS LIST (DRL)

(Based on JSC-STD-123)

a. Title of Contract, Project, SOW, etc. Environmental Support Services Contract					b. Contract/RFP No. NNJ06162825R		c. DRL Date/Mod Date 02-08-07	
1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies	a. type	b. number	
AN-1-2	Phase-In Plan	RT		With initial proposal		Mixed	1 Print 1 Elect on CD	
7. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request								
8. Distribution (Continue on a blank sheet if needed) a. Initial – With proposal submittal b. Update – Contracting Officer, COTR		9. Remarks						

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1 st subm. Date	6. Copies	a. type	b. number	
AN-1-3	NF533 Cost and Data Reporting	MO		*		*	*	
7. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request								
8. Distribution (Continue on a blank sheet if needed) *		9. Remarks * See DRD						

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1 st subm. Date	6. Copies	a. type	b. number	
SA-1-1	Safety and Health Plan	AR				*	*	
7. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request								
8. Distribution (Continue on a blank sheet if needed) *		9. Remarks * See DRD						

JSC DATA REQUIREMENTS LIST (DRL)

(Based on JSC-STD-123)

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies	a. type	b. number
SA-1-2	Monthly Safety and Health Metrics	MO		*		*	*
7. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request							
	8. Distribution (Continue on a blank sheet if needed) *		9. Remarks * See DRD				
AN-1-4	Environmental and Energy Consuming Product Compliance Reports	*	*	*		*	*
7. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request							
	8. Distribution (Continue on a blank sheet if needed) *		9. Remarks * See DRD				
AN-1-5	Performance Metrics and Workload	AR	*	*		*	*
7. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request							
	8. Distribution (Continue on a blank sheet if needed) *		9. Remarks * See DRD				

JSC DATA REQUIREMENTS LIST (DRL)

(Based on JSC-STD-123)

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies	a. type	b. number
AN-1-6	JSC Emergency Preparedness Plan	AN	*	30 days from contract start	*	*	*
7. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request							
	8. Distribution (Continue on a blank sheet if needed) *		9. Remarks Due annually in March thereafter * See DRD				

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies	a. type	b. number
EN-2-2	Environmental Management and Compliance Reports	As Required	*	*		*	*
7. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request							
	8. Distribution (Continue on a blank sheet if needed) *		9. Remarks * See DRD				

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1 st subm. Date	6. Copies	a. type	b. number
EN-2-3	Water Pollution Control and Prevention Reports	As Required	*	*		*	*
7. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request							
	8. Distribution (Continue on a blank sheet if needed) *		9. Remarks * See DRD				

JSC DATA REQUIREMENTS LIST (DRL)

(Based on JSC-STD-123)

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies	a. type	b. number
EN-2-4	Air Quality Program Reports	As Required	*	*		*	*
7. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request							
	8. Distribution (Continue on a blank sheet if needed) *		9. Remarks * See DRD				

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies	a. type	b. number
EN-2-5	Industrial Solid Waste Reports	As Required	*	*		*	*
7. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request							
	8. Distribution (Continue on a blank sheet if needed) *		9. Remarks * See DRD				

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1 st subm. Date	6. Copies	a. type	b. number
EN-2-6	Emergency Spill/Release Response Reports	As Required	*	*		*	*
7. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request							
	8. Distribution (Continue on a blank sheet if needed) *		9. Remarks * See DRD				

JSC DATA REQUIREMENTS LIST (DRL)

(Based on JSC-STD-123)

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies	a. type	b. number
EN-2-7	Petroleum Storage Tank Program Reports, Plans, Notifications	As Required	*	*		*	*
7. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request							
	8. Distribution (Continue on a blank sheet if needed) *		9. Remarks * See DRD				
EN-2-8	Program and Project Reviews and Construction Support Reports, Plans and Submittals	As Required	*	*		*	*
7. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request							
	8. Distribution (Continue on a blank sheet if needed) *		9. Remarks * See DRD				
EN-2-9	Pollution Prevention (P2) and Sustainability Programs Reports and Plans	As Required	*	*		*	*
7. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request							
	8. Distribution (Continue on a blank sheet if needed) *		9. Remarks * See DRD				

JSC DATA REQUIREMENTS LIST (DRL)

(Based on JSC-STD-123)

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies	a. type	b. number
EN-2-10	Recycling And Municipal Solid Waste (MSW) Program Reports	As Required	*	*		*	*
7. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request							
	8. Distribution (Continue on a blank sheet if needed) *		9. Remarks * See DRD				

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies	a. type	b. number
EN-2-11	Sustainable Acquisition Program Reports	As Required	*	*		*	*
7. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request							
	8. Distribution (Continue on a blank sheet if needed) *		9. Remarks * See DRD				

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies	a. type	b. number
EN-2-12	Asbestos Programs Reports and Notifications	As Required	*	*		*	*
7. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request							
	8. Distribution (Continue on a blank sheet if needed) *		9. Remarks * See DRD				

JSC DATA REQUIREMENTS LIST (DRL)

(Based on JSC-STD-123)

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies	a. type	b. number
EN-2-13	Emergency Planning and Community Right-to-Know Act (EPCRA)	As Required	*	*		*	*
7. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request							
	8. Distribution (Continue on a blank sheet if needed) *		9. Remarks * See DRD				
AN-1-7	Wage/Salary and Fringe Benefit Data	AN	*	*		*	*
7. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request							
	8. Distribution (Continue on a blank sheet if needed) *		9. Remarks * See DRD				
AN-1-8	Information Technology Security Management Plans	AN	*	*		*	*
7. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request							
	8. Distribution (Continue on a blank sheet if needed) *		9. Remarks * See DRD				

JSC DATA REQUIREMENTS LIST (DRL)

(Based on JSC-STD-123)

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies	a. type	b. number
AN-1-9	Information Technology Capital Planning and Investment Control	AN	*	*	*	*	*
7. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request							
	8. Distribution (<i>Continue on a blank sheet if needed</i>)		9. Remarks * See DRD				

JSC DATA REQUIREMENTS LIST (DRL)

(Based on JSC-STD-123)

1. DRD Title Phase-In Plan	2. Current Version Date Per RFP	3. DRL Line AN-1-2	RFP/Contract No. (Procurement completes) NNJ06162825R
4. Use (Define need for, intended use of, and/or anticipated results of data)			
To define the Environmental Support Services Contractor's approach to transition responsibility from the incumbent Contractor.			
5. DRD Category: <i>(check)</i>			
<input type="checkbox"/> Technical	<input checked="" type="checkbox"/> Administrative	<input type="checkbox"/> SR&QA	
6. References <i>(Optional)</i>		7. Interrelationships <i>(e.g., with other DRDs) (Optional)</i>	
8. Preparation Information (Include complete instructions for document preparation)			

Scope: A Phase-In Plan shall be prepared which describes the Contractor's approach for the transition of responsibility from the incumbent Contractor during the not-to-exceed 30-day transition period during which staffing buildup, transition of records, and attaining readiness to assume responsibilities prior to contract start.

The Contractor shall ensure that the plan:

- a. Addresses the transition of the existing work such that at the end of the phase-in period all work from the incumbent Contractor is being effectively performed.
- b. Includes specific schedule milestones required to accomplish the transition and the responsible Contractor element. Identify activities necessary to meet the schedule, show the risks associated with the scheduled work transition and any potential problem areas.
- c. Describes how an environmental regulatory records inventory will be performed with the incumbent Contractor of all records that will be transitioned. This shall be completed during phase-in. Records transition shall be completed at contract start.
- d. Addresses dependencies, if any, upon the incumbent contractor. Also, specify the extent of involvement of NASA personnel expected during this period.
- e. Describes the acquisition of contracts with all existing TSDR and transport vendors and any other contracts needed. The Contractor shall submit a schedule identifying milestones for accomplishing this activity in the Phase-In plan.
- f. Address office space required for phase-in, beyond what is to be provided by the Government, if any. (Reference Section F.6 Phase-In and Phase Out).

Phase-Out: The Contractor shall phase-out at contract end in a cooperative manner with the Government and new contractor to allow for continuity of services and smooth transition. Phase-Out activities shall be accomplished in accordance with FAR 52.237-3 "Continuity of Services."

NOTE: Upon Contract Award, the Contractor's Phase-In Plan becomes a part of the contract.

Frequency: The Contractor shall submit their proposed plan with the initial proposal.

Distribution:

- c. Initial – With proposal submittal
- d. Update – Contracting Officer, COTR

Format: The Contractor's format is acceptable.

JSC DATA REQUIREMENTS LIST (DRL)

(Based on JSC-STD-123)

Maintenance: The Contractor may revise the Plan at any time or at the direction of the CO. Revisions to the Plan are subject to CO review and approval. Changes shall be incorporated as required by change page or complete reissue.

JSC DATA REQUIREMENTS LIST (DRL)

(Based on JSC-STD-123)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Reviewed By:

/s/ Janice Nesbitt 03/02/07
 Chief, Cost Accounting, Reports, and Property Branch Date
 Financial Management Division

Concurred By:

/s/ Cathy L. Claunch (for) 03/05/07
 Chief Financial Officer Date

1. DRD Title NF533 Cost and Data Reporting	2. Current Version Date Aug 1, 2006	3. DRL Line Item No. MO-1-4	RFP/Contract No. (Procurement completes) NNJ06162825R
4. Use (Define need for, intended use of, and/or anticipated results of data) To collect costs and workload data for all Contract work.			
5. DRD Category: (check one) <input type="checkbox"/> Tech <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA			
6. References (Optional) None		7. Interrelationships (e.g., with other DRDs) (Optional) None	
8. Preparation Information (Include complete instructions for document preparation)			

Scope:

To collect costs and workload data for all Contract work.

Frequency:

The due dates for the NF533M and NF533Q reports are outlined in Chapter 3 of NPR 9501.2D. The following is a summary of the NF533 due date requirements.

<u>NF533 Report</u>	<u>Due Date</u>
NF533M	Due no later than the 10 th working day after the end of the Contractor's accounting month, but no later than the 18 th calendar day of the month (whichever is sooner).
NF533Q	Due not later than the 15th day of the month <i>proceeding</i> the quarter being reported.

The due dates reflect the date the NF533 reports are received by personnel on the distribution list, not the date the reports are generated or mailed by the contractor. It is critical that the NF533 reports are submitted in a timely manner to ensure adequate time for NASA to analyze and record the cost into the NASA accounting system.

Distribution: Electronic files for distribution need to be in excel format, also need 1 flat file compatible with SAP for automatic downloading distributed to FMD:

JSC DATA REQUIREMENTS LIST (DRL)

(Based on JSC-STD-123)

Contact Names TBD:

LF6 Cost Accounting (1 electronic copy and 1 hard copy of signed original, also 1 flat file)
BJ Contracting Officer (1 electronic copy and 1 hard copy with original signature)
LI Budget/Program Analyst (1 electronic copy and 1 hard copy of signed original)
JA Technical (2 electronic copies for managers, and 1 hard copy of signed original to COTR)

Format:

As indicated in details below.

Details:

I. GENERAL DIRECTION FROM THE JSC FINANCIAL MANAGEMENT DIVISION (FMD)

The NASA Form 533 (NF533) reports provide data necessary for the following:

1. Projecting costs and hours to ensure that dollar and labor resources realistically support project and program schedules.
2. Evaluating contractors' actual cost and fee data in relation to negotiated contract value, estimated costs, and budget forecast data.
3. Planning, monitoring, and controlling project and program resources.
4. Accruing cost in NASA's accounting system, providing program and functional management information, and resulting in liabilities reflected on the financial statements.

Cost is a financial measurement of resources used in accomplishing a specified purpose, such as performing a service, carrying out an activity, acquiring an asset, or completing a unit of work or project. NASA Procedural Requirements (NPR) 9501.2D entitled "NASA Contractor Financial Management Reporting," or its most current revision, identifies the cost reporting requirements for a contract.

NASA is required by law to maintain accrual accounting, which requires cost to be reported in the period in which benefits are received, without regard to time of payment. Examples of accrual accounting for common cost elements reported on the NF533 follow:

<u>Cost Elements</u>	<u>Definitions</u>
<i>Labor</i>	Reported to NASA as hours are incurred.
<i>Equipment & Materials</i> (commercial off the shelf)	Generally reported to NASA when received and accepted by the contractor.
<i>Manufactured Equipment</i>	Defined as any equipment that is produced to specific requirements that make it useless to anyone else without rework. Cost should be reported to NASA as the equipment is being manufactured. The straight-line method for estimating accrued costs or the use of supplemental information obtained from the vendor are acceptable methods used to calculate the cost accrual amount.
<i>Leases</i>	Reported to NASA prorated over the life of the lease.
<i>Travel</i>	Reported to NASA as costs are incurred.
<i>Subcontracts</i>	Actual and estimated costs reported by prime contractors shall include subcontractors' incurred costs for the same accounting period. Where subcontract costs are material, they should be separately identified on NF533 reports. The prime contractor shall include in the total cost of each subdivision of work the accrued cost (including fee, if any) of related subcontractor effort. Subcontractors should, therefore, be required to report cost to the prime contractor, using the accrual method of accounting. If the G&A and fee reported by a subcontractor are at the total subcontractor level, these costs must be allocated to specific sub- divisions of work. Data submitted by the subcontractor should be structured similar to the prime contractor's NF533 to enable the prime contractor to properly report to NASA. For Firm Fixed Price subcontracts with a contract value greater than \$500,000, the prime contractor is required to

JSC DATA REQUIREMENTS LIST (DRL)

(Based on JSC-STD-123)

	document the methodology used to generate the sub-contractor costs reported and provide this information to the Contracting Officer and Center Deputy Chief Financial Officer (Finance).
<i>Unfilled Orders</i>	Reported as the difference between the cumulative cost incurred to date and amounts obligated to suppliers and subcontractors (may or may not be required monthly).
<i>Fee</i>	Should be accrued as earned using a consistent and auditable method to determine the amount. For example: an acceptable method would be to use historical data to determine the amount to accrue each month. Fee should be reported on the NF533 following the "Total Cost" line. Award fee must be reported by the following categories: Base Fee, Fee Earned, Interim Fee, Provisional Fee, Potential Additional Fee, and Total Fee. If any of the above fee categories do not pertain, they should not be included in the NF533.
<i>Prompt Payment Discounts</i>	Cumulative cost reported to NASA should be the full incurred cost. The prompt payment discount amount taken should be reported as a separate line item on the NF533 below the cumulative cost amounts for the contract.

The NF533 reports are the official cost documents used at NASA for cost type, price re-determination, and fixed price incentive contracts. The data contained in the reports must be auditable using Generally Accepted Accounting Principles. Supplemental cost reports submitted in addition to the NF533 must be reconcilable to the NF533.

Uncompensated overtime hours worked should be reported on NF533 reports as a separate line item per attached format example.

An initial NF533 report is required in the NF533Q format to be used as a baseline for the life of the contract. The initial (baseline) NF533Q report shall be submitted by the contractor within 30 days after authorization to proceed has been granted. The initial report shall reflect the original contract value detailed by negotiated reporting categories and shall be the original contract baseline plan. In addition to the initial (baseline) report, monthly NF533 reporting shall begin no later than 30 days after the incurrence of cost.

Column 7b (planned cost incurred/hours worked for the month) and 7d (cumulative planned cost incurred/hours worked) of the NF533M represent the negotiated baseline plan for the contract. There may not be a relationship between the estimates provided in columns 8 of the NF533M to columns 7b and 7d. Columns 7b and 7d represent the legally binding contract negotiated baseline plan plus all authorized changes.

Short and long-term cost estimates, which include all data entered in columns 8 and 9a on the NF533M and NF533Q reports, shall be based on the most current and reliable information available.

Prior period cost adjustments should be reported in column 7a and 7c of NF533M and column 7a of the NF533Q with a note in the narrative discussing the reasons for and amounts of the adjustments.

Monthly NF533 reporting is no longer required once the contract is physically complete, provided the final cost report includes actual cost only (no estimates or forecasts). The Contractor must continue to submit monthly NF533 reports as long as estimates for the following period are included. If the final cost of a contract changes after the submission of the "final" Contractor cost report, the Contractor must submit a revised NF533 report in the month the cost change is recognized.

Electronic NF533 Requirement

In addition to submitting the NF533M or NF533Q in a hardcopy format, the contractor shall submit the NF533 electronically by the same due date as the hardcopy. The data shall be submitted via email using both the Government prescribed flat file format (see attached Agency Defined File Format for an example of the layout details) and excel format and shall include the following header information from the hardcopy.

<u>Data Element</u>	<u>Description</u>
Contract Number	NASA assigned contract number
Modification Number	Latest definitive Modification Number
Accrual Date	Date the data was generated for
Report Period End Date	Period ending date of the NF533

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Operating Days	Number of operating days for the current NF533
Date Received/Submitted	Date the report is submitted
CCR Format	Monthly (NF533M) or Quarterly (NF533Q)
Cost Unit of Measure	Unit of measure used to report cost on the report NF533
HR/WYE Unit of Measure	Unit of measure used to report Hours/Work Year Equivalent (WYEs) on the NF533 report
Authorized Contractor Representative	Name of Contractor Approving Officer
Authorized Contractor Representative Date Signed	Date the NF533 is approved and signed by the authorized Contractor Representative
Monthly Grand Total Cost Incurred (7a)	Grand Total Actual Monthly cost for the prior month (column 7a on the NF533)
Monthly Grand Total HR/WYE (7a)	Grand Total Actual monthly hours/WYEs for the prior month (column 7a on the NF533)
Monthly Grand Total Cost Planned (7b)	Prior month planned cost (column 7b on the NF533)
Grand Total Cost Incurred ITD (7c)	Grand total contract cost from Inception to Date (ITD) (column 7c on the NF533)
Grand Total Planned Cost (7d)	Grand total planned contract cost (column 7d on the NF533)
Grand Total Estimated Cost (8a)	Grand total current month cost estimate (column 8a on the NF533)
Grand Total Estimated HR/WYE (8a)	Grand total current month HR/WYE estimate (column 8a on the NF533)
Grand Total Next Month Estimated Cost (8b)	Grand total next month cost estimate (column 8b on the NF533)
Grand Total Balance of Contract (8c)	Contract Balance for the remaining estimate to complete
Grand Total Contractor Estimate (9a)	Contractor estimate to complete entire scope of contract
Grand Total Contract value (9b)	Contractor distribution of contract value by the reporting categories
Grand Total Unfilled Orders Outstanding (10)	Unfilled order outstanding at the end of the reporting period

The flat file will contain detail information for each Reporting Category (RC). A RC correlates to a task order, delivery order, or Work Breakdown Structure (WBS) and is the level at which cost is reported. Each RC can have Sub-Reporting Category line items (detailed cost elements) that add up to a RC. The Contractor is required to coordinate with the NASA Resource Analyst assigned to the Contract in order to establish and maintain the RC the Contractor shall use to comply with this data requirement. The chart below describes the data elements to be included in this section of the flat file (see attached Agency Defined File Format for specific layout details).

<u>Data Element Name</u>	<u>Description</u>
Reporting Category (RC)	Task, Delivery Order, Work Breakdown Structure
Cost Incurred for Month (7a)	Prior month actual cost incurred for each RC (column 7a on NF533)
HR/WYE Incurred for Month (7a)	Prior month actual HR/WYE incurred for each RC (column 7a on NF533)
Contract prior month planned cost (7b)	Planned cost for prior month for each RC (column 7b on NF533)
Contract ITD cost (7c)	Contract ITD cost for each RC (column 7c on NF533)
Contract planned ITD cost (7d)	Contract planned ITD cost for each RC (column 7d on NF533)
Current month estimated cost (8a)	Cost estimate for the current month for each RC (column 8a on NF533)
Current month estimated HR/WYE (8a)	HR/WYE estimate for the current month for each RC (column 8a on NF533)
Next month estimated cost (8b)	Estimated cost for next month for each RC (column 8b on NF533)
Balance of Contract	Balance of contract for the remaining estimate to complete for each RC (column 8c on NF533)

JSC DATA REQUIREMENTS LIST (DRL)

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Contractor Estimate	Contractor estimate for the total estimate to complete entire scope of contract for each RC (column 9a on NF533)
Contract Value	Contract value based upon contract modifications for each RC (column 9c on NF533)
Unfilled orders outstanding	Unfilled orders outstanding at the end of the reporting period for each RC (column 10 on NF533)
Reporting Category level	Used by NASA's accounting system to determine the RC level
Reporting Category Identifier	Identifies if the RC is a actual Reporting Category or a Sub-Reporting

Additional Information

See Attachment J-5, Environmental 533 Excel spreadsheets

JSC DATA REQUIREMENTS LIST (DRL)

(Based on JSC-STD-123)

II. CONTRACT SPECIFIC FORMATS:

The reporting requirements outlined in this DRD shall include the following deliverables found in Section TBD. The NF533M forms are shown in the following exhibit (NF533Q forms can be found in **NASA Contractor Financial Management Reporting, NASA Procedures and Guidelines (NPG) 9501.2D).

All financial data submissions for EAC, threats, contract changes, proposals, etc. are required:

- 1) To be in both fiscal year and contract year. Summary level only for GFY is acceptable for most data sets.
- 2) To include all unexercised options as well as current exercised base / option periods; such as changes, threats, EAC, etc.

The attached sample formats, Exhibits B-D, are examples of the proposed structure and format of the NF533 for this contract and are intended to closely, though not exactly, represent the final version. Supplements may be added or deleted, but are intended to be representative of the overall burden on the contractor.

B) NF533 (see Exhibits B1-4):

- 1) Narrative
- 2) By Element of Cost
 - a) Summary for the total contract
 - b) WBS C.2 - Environmental Mgmt and Compliance Assurance
 - c) WBS C.8 - Program / Project Reviews and Construction Support
 - d) WBS Balance (C1, C3-7, C9-13)
- 3) By WBS
 - a) Summary for the total contract (C1-C14)
 - b) Summary by CLIN (C2, C8, balance)
- 4) Supplemental report showing detail by task order for IDIQ (WBS C.14)

C) Assorted financial supplement reports to be included with the NF533M and covered at TBD monthly reviews (See Exhibits C1-5):

- 1) Contractor analysis of subcontractor 533s (if applicable, no exhibit)
- 2) Baseline/Actual variance analysis by GFY, CY, and cumul. contract. Numbers provided at total contract element of cost and by WBS, and written variance analysis provided by WBS and by element of cost if there is at least a 10% delta to baseline and / or \$ threshold (TBD)
- 3) GFY and cumulative EAC changes from previous month
- 4) Current month actual vs. previous month estimate variances by WBS
- 5) Threats chart of significant items pending that are not in EAC

D) Assorted procurement related supplement reports to be included with the NF533M and covered at TBD monthly reviews (See Exhibits D1-5):

- 1) List of contract modifications to date
- 2) List of contract invoices to date
- 3) Limitation of funds
- 4) Reconciliation of changes
- 5) Listing of pending changes

References:

****NASA Contractor Financial Management Reporting, NASA Procedures and Guidelines (NPG) 9501.2D**

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

EXHIBITS A-D

EXHIBIT A) EXAMPLE FLAT FILE FOR FMD DISTRIBUTION

The flat file (see Attachment A below) shall be saved as a text file with no extension (do not include .txt after the file name) and named in strict accordance with the specific format described in the attached Agency Defined File Format document. File names must be provided in a specific format. Each file name will begin with the SAP 2 Character center abbreviation listed below. The contract number and date will be included in the file name as well. Below is a sample:

MACFPS001_NAS00-0001_yyyy_mm_dd

SAP 2 Charter Center Abbreviation

Johnson (JO)

Example File Format

Header (Non-Repeating Segment)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/Optional	OTHER CCR Required/Optional	Field Name	St Pos	EndPos	Len	Formt
HEADER:									
Record Type	Used by eGate to determine record type	'HD' for Header	Required	Required	RECORD_TYPE	1	2	2	CHAR
Contract Number	Contract Number (1b)	Header field—submitted with CONTRACTOR data or defaulted by interface or extension	Required	Required	CONTRACT_NUMBER	3	12	10	CHAR
	Latest definitive Modification Number(CR8197)				MOD_NUMBER	13	18	6	CHAR
Accrual Date	Date the data was generated for. Used by SAP as part of Oracle table key	Accrual Date. MM01YYYY, where MM is the Accrual Month and YYYY is the fiscal year	Required	Required	ACCRUAL_DATE	19	26	8	DATE MM01YYYY
Report Period End Date	Report Period End Date is a date(2)	Header field—submitted with CONTRACTOR data or defaulted by	Required	Required	REP_END_DATE	27	34	8	DATE

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/Optional	OTHER CCR Required/Optional	Field Name	St Pos	EndPos	Len	Formt
		interface or extension							
Operating Days	Operating days (2).	Header field— submitted with CONTRACTOR data	Required	Optional unless Required by contract	OPER_DAYS	35	40	6	NUMERIC
Date Received	Date Received (1d)	System Date upon which the cost data is loaded into the CCR Extension	Required	Required	DATE_REC	41	48	8	DATE
CCR Format	'M' for Monthly and 'Q' for Quarterly (SIR2047)	Submitted with CONTRACTOR data	Required	Required	CCR_FORMAT	49	49	1	CHAR
Cost Unit of Measure	Cost Unit of Measure (SIR2047)	Submitted with CONTRACTOR data	Required	Required	COST_UOM	50	51	2	CHAR
HR/WYE Unit of Measure	Hour/Work-Year-Equivalent Unit of Measure (SIR2047)	Submitted with CONTRACTOR data	Required	Required	HR_WYE_UOM	52	53	2	CHAR
	Authorized Contractor Representative – Name of Contractor Approving Officer (CR 8197)				AUTH_SIGNATU RE	54	78	25	CHAR
	Authorized Contractor Representative Date Signed – Date CCR is approved/signed by authorized contractor representative(CR 8197)				AUTH_SIGNATU RE_DATE	79	86	8	DATE MMDDYYYY
Grand Total Cost Incurred Month (7a)	The Grand Total Contract Prior Month Actual Dollars Column 7a reports actual costs for the prior month.	Submitted with CONTRACTOR data	Required.	Optional. Only required if lower detailed line item data is submitted in monthly batch file.	GT_COST_INCU R_MONTH	87	99	13	CURRENCY (2)
Grand Total HR/WYE (7a)	The Grand Total Contract Prior Month Actual Hours Column 7a reports actual HR or WYE for the prior	Submitted with CONTRACTOR data	Required if detailed line item data is submitted in monthly batch file.	Required if detailed line item data is submitted in monthly batch file.	GT_HRWYE_PRI OR_MONTH	100	109	10	NUMERIC(1)

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/Optional	OTHER CCR Required/Optional	Field Name	St Pos	EndPos	Len	Formt
	month.								
	The Grand Total Contract Prior Month Planned Dollars Column (7b) reports planned costs for the prior month. (CR8197)				GT_COST_PLAN_NED_MONTH	110	122	13	CURRENCY (2)
Grand Total Cost Incurred ITD (7c)	The Grand Total Contract Cost Dollars Column 7c which represents Contract Cost Inception to Date	Submitted with CONTRACTOR data	Required. Does not require detailed line item data if provided from Cost Incurred Month (7a)	Required if detailed line item data is provided for this column	GT_ITD_COST	123	135	13	CURRENCY (2)
	Grand Total Cotract Planned Cost Dollars Column (7d) which represents Planned Contract Cost Inception to Date(CR 8197)				GT_COST_PLAN_NED_ITD	136	148	13	CURRENCY (2)
Grand Total Estimated Cost (8a)	The Grand Total Contract Estimated Cost for first upcoming month, or Current Month Estimate for cost.	Submitted with CONTRACTOR data	Required	Required if detailed line item data is provided for this column	GT_EST_COST	149	161	13	CURRENCY (2)
Grand Total HR/WYE (8a)	The Grand Total Contract Estimated Hours for first upcoming month, or Current Month Estimate for HR/WYE.	Submitted with CONTRACTOR data	Required if detailed line item data is provided for this column	Required if detailed line item data is provided for this column	GT_HRWYE_FIR_ST_MONTH	162	171	10	NUMERIC (1)
Grand Total Next Month Estimated Cost (8b)	The Grand Total Contract Estimated Cost for second upcoming month or Next Month Estimate for cost.	Submitted with CONTRACTOR data	Required if detailed line item data is provided for this column	Required if detailed line item data is provided for this column	GT_NEXT_MON_TH_EST	172	184	13	CURRENCY (2)

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/Optional	OTHER CCR Required/Optional	Field Name	St Pos	EndPos	Len	Formt
	Grand Total Balance of Contract for the remaining estimate to complete (CR 8197)				GT_BALANCE_C ONTRACT	185	197	13	CURRENCY (2)
	Grand Total Contractor Estimate for the total estimate to complete entire scope of contract (CR 8197)				GT_BALANCE_C ONTRACTOR_ ESTIMATE	198	210	13	CURRENCY (2)
	Grand Total Contract Value based upon Contract Modifications (CR 8197)				GT_CONTRACT _VALUE	211	223	13	CURRENCY (2)
	Grand Total Unfilled Orders Outstanding at end of reporting period (CR 8197)				ST_UNFILLED ORDERS	224	236	13	CURRENCY (2)

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Example File Format
Detail (Repeating Segment)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/Optional	OTHER CCR Required/Optional	Field Name	St Pos	End Pos	Len	Format
CCR DETAIL LINE ITEMS:									
Record Type	'DM' for Monthly column 7a Detail; 'DQ' for ITD Column 7c Detail	"RD" for Detail	Required	Required	RECORD_TYPE	1	2	2	CHAR
Reporting Category	Reporting Category (6)	Line item field—submitted with CONTRACTOR data	Required	Required	SERV_ORD_CAT	3	26	24	CHAR
Cost Incurred Month (7a)	Prior Month incurred costs (ACTUALS) for given category.	Line item field—submitted with CONTRACTOR data	Required if detailed line item data is not provided from Cost Incurred Month (7c)	Determined by contract requirement- data from Column 7a, 7c or 8a	COST_INCUR_MONTH	27	39	13	CURRENCY (2)
HR/WYE Incurred Month (7a)	Prior month incurred hours worked [Actuals] for given category..	Line item field—submitted with CONTRACTOR data	Optional unless Required by contract for WYE calculation	Optional unless Required by contract for WYE calculation	HRWYE_INCUR_MONTH	40	49	10	NUMERIC (1)
	Contract Prior Month Planned Dollars Column (7b) reports planned costs for the prior month (CR 8197)				COST_PLANNED_MONTH	50	62	13	CURRENCY (2)
	Contract Cost Dollars Column (7c) which represents Contract Cost Inception to Date (CR 8197)				CUR_COST_INCUR_ITD	63	75	13	CURRENCY (2)
	Contract Planned Cost Dollars Column (7d) which represents Planned Contract Cost Inception to Date (CR 8197)				COST_PLANNED_ITD	76	88	13	CURRENCY (2)

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/Optional	OTHER CCR Required/Optional	Field Name	St Pos	End Pos	Len	Format
Current Month Estimated Cost (8a)	Estimated costs for first upcoming month for given category.	Line item field— submitted with CONTRACTOR data	Required.	Determined by contract requirement- data from Column 7a, 7c or 8a	CUR_MONTH_EC	89	101	13	CURRENCY (2)
HRWYE Current Month Estimate (8a)	Estimated hours for first upcoming month for given category. Will only be needed if labor hours are required to be submitted electronically per contract.	Line item field— submitted with CONTRACTOR data	Optional unless Required by contract for WYE calculation	Optional unless Required by contract for WYE calculation	HRWYE_CUR_MONTH_EST	102	111	10	NUMERIC (1)
Next Month Estimated Cost (8b)	Estimated costs for second upcoming month for given category.	Line item field— submitted with CONTRACTOR data	Required unless not part of Contract scope	Required unless not part of Contract scope	NEXT_MONTH_EC	112	124	13	CURRENCY (2)
	Balance of Contract for the remaining estimate to complete (8c) (CR 8197)				BALANCE_CONTRACT	125	137	13	CURRENCY (2)
	Contractor Estimate for the total estimate to complete entire scope of contract (9a) (CR 8197)				CONTRACTOR_ESTIMATE	138	150	13	CURRENCY (2)
	Contract Value based upon Contract Modifications (CR 8197)				CONTRACT_VALUE	151	163	13	CURRENCY (2)
	Unfilled Orders Outstanding at end of reporting period (CR 8197)				UNFILLED_ORDERS	164	176	13	CURRENCY (2)
	Used by SAP to determine Reporting Category Level (1.1.2.2.1) (CR 8197)				REPORTING_LEVEL	177	206	30	CHAR

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/Optional	OTHER CCR Required/Optional	Field Name	St Pos	End Pos	Len	Format
	Fill in an "X" if record is a Reporting Category. Otherwise, leave blank for Sub-Reporting Category Line Items and Element of Cost detail records. This field is used by SAP to determine if the record is a Reporting Category. (CR 8197)				REPORTING_CA T_INDICATOR	207	207	1	CHAR

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Example File Format

Sub-Reporting Category Line Items – Repeating Segment

Field Name	Start Pos	End Pos	Length	Format	Variable Repetition (?,*+,n-n)	Description
SUB_RECORD_TYPE	1	2	2	CHAR		'SM' for Monthly column 7a Detail; 'SQ' for ITD column Detail
SUB_REP_CAT	3	26	24	CHAR		Reporting Category
SUB_COST_INCUR_MONTH	27	39	13	CURRENCY (2)		Prior month incurred costs (Actuals) for given category.
SUB_HRWYE_INCUR_MONTH	40	49	10	NUMERIC (1)		Prior month incurred hours worked (Actuals) for given category.
SUB_COST_PLANNED_MONTH	50	62	13	CURRENCY (2)		Contract Prior Month Planned Dollars Column (7b) reports planned costs for the prior month.
SUB_CUR_COST_INCUR_ITD	63	75	13	CURRENCY (2)		Contract Cost Dollars Column (7c) which represents Contract Cost Inception to Date.
SUB_COST_PLANNED_ITD	76	88	13	CURRENCY (2)		Contract Planned Cost Dollars Column (7d) which represents Planned Contract Cost Inception to Date.
SUB_CUR_MONTH_EC	89	101	13	CURRENCY (2)		Estimated costs for first upcoming month for given category (8a).
SUB_HRWYE_CUR_MONTH_EST	102	111	10	NUMERIC (1)		Estimated hours for first upcoming month for given category. Will only be needed if labor hours are required to be submitted electronically per contract (8a).
SUB_NEXT_MONTH_EC	112	124	13	CURRENCY (2)		Estimated costs for second upcoming month for given category (8b).
SUB_BALANCE_CONTRACT	125	137	13	CURRENCY (2)		Balance of Contract for the remaining estimate to complete (8c).
SUB_CONTRACTOR_ESTIMATE	138	150	13	CURRENCY (2)		Contractor Estimate for the total estimate to complete entire scope of contract (9a).
SUB_CONTRACT_VALUE	151	163	13	CURRENCY (2)		Contract Value based upon Contract Modifications (9b).
SUB_UNFILLED_ORDERS	164	176	13	CURRENCY (2)		Unfilled Orders Outstanding at end of reporting period.
REPORTING_LEVEL	177	206	30	CHAR		Used by SAP to determine Reporting Category Level (1.1.2.2.1) (CR 8197).
REPORTING_CAT_INDICATOR	207	207	1	CHAR		Fill in an "X" if record is a Reporting Category. Otherwise, leave Blank for Sub-Reporting Category Line Items and Element of Cost detail records. This field is used by SAP to determine if the record is a Reporting Category. (CR 8197)

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Example File Format

533 Agency FILE RECORD LAYOUT (Element of Cost Detail – Repeating Segment (CR8197))

Field Name	Start Pos	End Pos	Length	Format	Variable Repetition (?,*+,n-n)	Description
RECORD_TYPE	1	2	2	CHAR		'EM' for Monthly column 7a Detail; 'EQ' for ITD column Detail
EOC_REP_CAT	3	26	24	CHAR		Reporting Category
EOC_COST_INCUR_MONTH	27	39	13	CURRENCY (2)		Prior month incurred costs (Actuals) for given category.
EOC_HRWYE_INCUR_MONTH	40	49	10	NUMERIC (1)		Prior month incurred hours worked (Actuals) for given category.
EOC_COST_PLANNED_MONTH	50	62	13	CURRENCY (2)		Contract Prior Month Planned Dollars Column (7b) reports planned costs for the prior month.
EOC_CUR_COST_INCUR_ITD	63	75	13	CURRENCY (2)		Contract Cost Dollars Column (7c) which represents Contract Cost Inception to Date.
EOC_COST_PLANNED_ITD	76	88	13	CURRENCY (2)		Contract Planned Cost Dollars Column (7d) which represents Planned Contract Cost Inception to Date.
EOC_CUR_MONTH_EC	89	101	13	CURRENCY (2)		Estimated costs for first upcoming month for given category (8a).
EOC_HRWYE_CUR_MONTH_EST	102	111	10	NUMERIC (1)		Estimated hours for first upcoming month for given category. Will only be needed if labor hours are required to be submitted electronically per contract (8a).
EOC_NEXT_MONTH_EC	112	124	13	CURRENCY (2)		Estimated costs for second upcoming month for given category (8b).
EOC_BALANCE_CONTRACT	125	137	13	CURRENCY (2)		Balance of Contract for the remaining estimate to complete (8c).
EOC_CONTRACTOR_ESTIMATE	138	150	13	CURRENCY (2)		Contractor Estimate for the total estimate to complete entire scope of contract (9a).
EOC_CONTRACT_VALUE	151	163	13	CURRENCY (2)		Contract Value based upon Contract Modifications (9b).
EOC_UNFILLED_ORDERS	164	176	13	CURRENCY (2)		Unfilled Orders Outstanding at end of reporting period.
REPORTING_LEVEL	177	206	30	CHAR		Used by SAP to determine Reporting Category Level (1.1.2.2.1) (CR 8197).

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Field Name	Start Pos	End Pos	Length	Format	Variable Repetition (?,*+,n-n)	Description
REPORTING_CAT_INDICATOR	207	207	1	CHAR		Fill in an "X" if record is a Reporting Category. Otherwise, leave Blank for Sub-Reporting Category Line Items and Element of Cost detail records. This field is used by SAP to determine if the record is a Reporting Category. (CR 8197)

Example File Format

Trailer (provides the number of header & detail records sent from the contractor/vendor/center in order to verify the receipt of complete data after transmission)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/Optional	OTHER CCR Required/Optional	Field Name	Start Pos	End Pos	Length	Format
TRAILER:									
Record Type	Used by eGate to determine record type	"TL" for Trailer	Required	Required	RECORD_TYPE	1	2	2	CHAR
Record Count	Count of the number of Detail records sent to process (Detail Only)	Trailer field submitted with CONTRACTOR data	Required	Required	RECORD_COUNT	3	9	7	NUMERIC
	Value of spaces				FILLER	10	207	198	CHAR

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

B) NF533 (see Excel Exhibits B1-4):

- 1) Narrative
- 2) By Element of Cost
 - a) Summary for the total contract
 - b) WBS C.2 - Environmental Mgmt and Compliance Assurance
 - c) WBS C.8 – Program / Project Reviews and Construction Support
 - d) WBS Balance (C1, C3-7, C9-13)
- 3) By WBS
 - a) Summary for the total contract (C1-C14)
 - b) Summary by CLIN (C2, C8, balance)
- 4) Supplemental report showing detail by task order for IDIQ (WBS C.14)

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

C) Assorted financial supplement reports to be included with the NF533M and covered at TBD monthly reviews (See Excel Exhibits C1-5):

- 1) Contractor analysis of subcontractor 533s (if applicable, no exhibit)
- 2) Baseline/Actual variance analysis by GFY, CY, and cumul. contract. Numbers provided at total contract element of cost and by WBS, and written variance analysis provided by WBS and by element of cost if there is at least a 10% delta to baseline and / or \$ threshold (TBD)
- 3) GFY and cumulative EAC changes from previous month
- 4) Current month actual vs. previous month estimate variances by WBS
- 5) Threats chart of significant items pending that are not in EAC

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

D) Assorted procurement related supplement reports to be included with the NF533M and covered at TBD monthly reviews (See Excel Exhibits D1-5):

- 1) List of contract modifications to date
- 2) List of contract invoices to date
- 3) Limitation of funds
- 4) Reconciliation of changes
- 5) Listing of pending changes

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

DRD Title	2. Current Version Date	3. DRL Line Item	RFP /Contract No.
Safety and Health Plan	06/06 (replaces 08/05 version)	SA-1-1	NNJ06162825R
4. Use (Define need for, intended use of, and/or anticipated results of data)			
Establishes Safety, Health, and Environmental Compliance Plan for Contractors providing support to JSC organizations			
***The Office of Primary Responsibility for this DRD is the JSC Safety and Test Operations Division			
5. DRD Category: (check one)	Technical	Administrative	<input checked="" type="checkbox"/> SR&QA
6. References (Optional)		7. Interrelationships (e.g., with other DRDs) (Optional)	
OSHA TED 8.4, Voluntary Protection Plan (VPP) Policies and Procedures Manual JSC 17773, Instructions for Preparation of Hazard Analysis for JSC Ground Operations JPR 1700.1 JSC Safety and Health Handbook		Safety and Health Program Self Evaluation	
OSHA TED 8.4, Voluntary Protection Plan (VPP) Policies and Procedures Manual JSC 17773, Instructions for Preparation of Hazard Analysis for JSC Ground Operations JPR 1700.1 JSC Safety and Health Handbook			

Frequency of Submission. Initial submission with the proposal. Upon NASA approval, the Contractor's Safety, Health, and Environmental Compliance Plan become a Contractual Requirement.

Distribution: After the plan is approved by NASA, the CO will retain the plan in the Contract file. The Contractor will send additional copies to each of the following:
 Contracting Officer (1 hard copy, 1 electronic copy)
 NS/Safety and Test Operations Division (2 hard copies, 1 electronic copy)
 JSC Occupational Health Officer (1 hard copy)
 JSC Environmental Services Office (1 hard copy)
 JSC Emergency Preparedness Office (1 hard copy)
 JA Safety Manager (1 hard copy, 1 electronic copy)

Subsequent Revisions to the Plan: Review the plan annually or as directed by the CO. The plan shall be updated to meet the latest OSHA, JSC, and VPP requirements. Provide a copy of the updated plan with the changes highlighted to the distribution list above at the start of each Contract year. If no changes are required after the annual review, notify the individuals in the distribution list in writing to that affect.

Other Deliverables: The requirements for this plan as detailed in the instructions on plan content below include instructions for specific reports and data to be submitted to the Government. These instructions are to be included in the plan and represent contractual commitments by the Contractor to provide this information.

Format:

1. Cover page - to include as a minimum, the signatures of Contractor's project manager and designated safety official, NASA COTR, JSC Occupational Safety Branch, JA Safety Manager, and the NASA Contracting Officer. Other signatures may be required at the discretion of the Government.
2. Table of Contents. See content below.
3. Body of plan - as required. Contractor's format is acceptable but should be aligned with the elements of the content below.
4. When preparing its plan, the Offeror/Contractor is expected to review all the items below and tailor its plan accordingly. The plan will clearly identify those resources to be provided by the Contractor and proposed resources to be provided by the Government. This review and supporting rationale is to be made available to the Government as part of this plan. It can be documented as a checklist or outline, inserted directly in the body of the plan, or in any

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

format developed by the Contractor that clearly conveys the results of this review including the basis for any underlying assumptions.

Details:

MANAGEMENT LEADERSHIP AND EMPLOYEE PARTICIPATION

1.1 Policy: Provide the Contractor's safety, health, and environmental compliance policy statement with the plan. Compare the Contractor's policy statement with those of NASA and OSHA and discuss any differences.

1.2 Goals and Objectives

1.2.1 Describe specific annual safety and health goals and objectives to be met. Discuss status of safety program using the "Performance Evaluation Profile" as safety performance criteria. Describe the Contractor's approach (including milestone schedule) to achieve and maintain level five of the Performance Evaluation Profile in all areas.

1.2.2 Describe methods to be used, if any, to improve on the Days Away Case Rate (DACR), the Total Recordable Injury Rate (TRIR), and the total Days Away plus Restricted Duty plus Job Transfer (DART).

1.3 Management Leadership

1.3.1 Describe management's procedures for implementing its sustaining commitment to safety, health, and environmental compliance through visible management activities and initiatives including a commitment to exercise management prerogatives to ensure workplace safety and health. Describe processes and procedures to making this visible in all Contract and subcontract activities and products. Include a statement from the project manager or designated safety official indicating that the plan will be implemented as approved and that the project manager will take personal responsibility for its implementation.

1.4 Employee Involvement

1.4.1 Describe procedures to promote, implement, and sustain employee (e.g., non-supervisory) involvement in safety, health, and environmental compliance program development, implementation and decision-making. Describe the scope and breadth of employee participation to be achieved so that approximate safety and health risk areas of the Contract are equitably represented. Describe methods to be used to obtain employee buy in and address the behavioral aspects of safety.

1.5 Assignment of Responsibility

1.5.1 Describe line and staff responsibilities for safety and health program implementation. Identify any other personnel or organization that provides safety services or exercises any form of control or assurance in these areas. State the means of communication and interface concerning related issues used by line, staff, and others (such as documentation, concurrence requirements, committee structure, sharing of the work site with NASA and other Contractors, or other special responsibilities and support). As a minimum, the Contractor will identify the following:

1.5.2 Safety Representative - identify by title, the individual who will be trained and certified in accordance with JPR 1700.1 to be responsive to Center-wide safety, health, environmental, and fire protection concerns and goals, and who will participate in meetings and other activities related to the JSC Safety and Health program.

1.5.3 Company Physician/Occupational Injury/illness case manager - identify a point of contact who is responsible for the transfer or receipt of company medical data and who will be the primary contact for the company in the event any employee suffers a work related injury or illness (such as the company physician) by name, address, and telephone number to the JSC Clinic, mail code SD22. This will facilitate communication of medical data to Contractor management. Prompt notification to the JSC Occupational Health/Clinic shall be given of any changes that occur in the identity of the point of contact.

1.5.4 Building Fire Wardens - provide a roster of fire wardens at the start of each Contract year (their names, telephone numbers and pagers, and mail codes). Contractor fire wardens are needed to facilitate the JSC fire safety program, including coordination of related issues with NASA facility managers and emergency planning and response officials and their representatives. Fire wardens will be trained in accordance with JPR 1700.1. The Roster shall be maintained by letter to the JSC Occupational Safety, mail code NS2, with copies to the Contracting Officer and the

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Contracting Officers Technical Representative. The initial letter shall be received by the Government not later than 15 days after contract start.

1.5.5 Designated Safety Official - identify by title the official(s) responsible for implementation of this plan and all formal contacts with regulatory agencies and with NASA.

1.6 Provision of Authority

1.6.1 Describe consistency of the plan for compliance with applicable NASA and JSC requirements and contractual direction as well as applicable Federal, State, and Local regulations and how compliance will be maintained throughout the life of the contract.

1.7 Accountability

1.7.1 Describe procedures for ensuring that management and employees will be held accountable for implementing their tasks in a safe, healthful, and environmentally compliant manner. The use of traditional and/or innovative personnel management methods (including discipline, motivational techniques, or any other technique that ensures accountability) will be referenced as a minimum and described as appropriate.

1.8 Program Evaluation. The program evaluation consists of:

1.8.1 Participation in a Performance Evaluation Profile (PEP) survey at the request of the Government. The PEP survey will be scheduled and administered at the discretion of the Government. If the Government chooses not to do the PEP in a given year, the contractor may at its option initiate its own PEP by contacting JSC Occupational Safety, mail code NS2, for assistance. The contractor will not be required to take two or more PEP surveys in any contract year.

1.8.2 A written self-evaluation report to be delivered two times per year, at the start of each contract year and at the mid point of the contract year. The self evaluation shall be provided for the Contractor performance evaluation. The self-evaluation shall follow the VPP program evaluation report format found in OSHA TED 8.4, Voluntary Protection Programs (VPP) Policies and Procedures Manual, Appendix D, "Annual Submissions", as mandated by the cognizant OSHA regional office. Contractors who have submitted a written self-evaluation as a VPP site may submit their original report to OSHA in lieu of writing a new self-evaluation provided that all action plans and status are updated. The ser-evaluation shall as a minimum cover the elements of the approved safety and health plan.

1.9 Miscellaneous Reports. The Contractor will acknowledge the following as standing requests of the Government and to be handled as described below.

1.9.1 Roster of Terminated Employees. Identify personnel terminated by the contractor. Send to the JSC Occupational Health Officer, no later than 30 days after the end of each contract year. At the contractor's discretion, the report may be submitted for personnel changes during the previous year or cumulated for all years. Information required:

- a. Date of report, Contractor identity, and Contract number.
- b. For each person listed, provide name, social security number, and date of termination.
- c. Name, address, and telephone number of Contractor representative to be contacted for questions or other information.

1.9.2 Material Safety Data Sheets (MSDS). The Contractor shall prepare and/or deliver MSDS for hazardous materials brought onto Government property or included in products delivered to the Government. This data is required by the Occupational Safety and Health Administration (OSHA) regulation, 29 CFR 1910.1200, "Hazard Communication", EPA "Emergency Planning and Community Right-to-Know (EPCRA, ref. 40 CFR 302, 311, 312); and the Texas Department of Health (TDH, ref. Chapters 505-507 of the Health and Safety Code), and Federal Standard 313 (or FED-STD-313), "Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities", as revised. 1 copy of each MSDS will be sent upon receipt of the material for use on NASA property to the JSC Central Repository, Occupational Health and Test Support, along with information on new or changed locations and/or quantities normally stored or used. If the MSDS arrive with the material and is needed for immediate use, the MSDS shall be delivered to the Central Repository by close of business of the next working day after it enters the site.

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1.9.3 Hazardous Materials inventory. The Contractor shall compile an inventory report of all hazardous materials it has located on Government property not less than annually, and which is within the scope of 29 CFR 1910.1200, "Hazard Communication"; and Federal Standard 313 (or FED-STD-313), "Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities", as revised. The call for this annual inventory and instructions for delivery will be issued by the JSC Occupational Health and Test Support Office, mail code SD13. This information shall use the format used by JSC for chemical inventory compilation to provide the following:

- a. The identity of the material (product number, chemical, manufacturer, and NSN as available).
- b. The location of the material by building, room and area/cabinet number.
- c. The quantity of each material normally kept at each location (number of containers, container size, type container, unit of measure, conversion factor, storage temp & pressure, physical state/form, specific gravity, total pounds).
- d. Peak quantity stored.
- e. Actual or estimated rate of annual usage of each chemical.

1.10 Government Access to Safety and Health Program Documentation

1.10.1 The Contractor shall recognize, in its plan, that all safety, health, and environmental documentation (including relevant personnel records) be available for inspection or audit at the Government's request. Electronic access by the Government to this data is preferred as long as Privacy Act requirements are met and Government safety and health professionals and their representatives have full and unimpeded access for review and audit purposes. For Contractor activities conducted on NASA property, the Contractor will identify what records will be made available to the Government in accordance with the criteria of OSHA as implemented in JPR 1700.1, "JSC Safety and Health Handbook", as revised. For the purpose of this plan, safety, health, and environmental compliance documentation includes but is not limited to: logs, records, minutes, procedures, checklists, statistics, reports, analyses, notes, or other written or electronic document which contains in whole or in part any subject matter pertinent to safety, health, environmental protection, or emergency preparedness.

1.11 Review and Modification of Safety Requirements

1.11.1 The Contractor may be requested to participate in the review and modification of safety requirements that are to be implemented by the Government including any referenced documents therein. This review activity will be implemented at the direction of the NASA COTR in accordance with established NASA directives and procedures.

1.12 Procurement

1.12.1 Identify procedures used to assure that procurements are reviewed for safety, health and environmental compliance considerations and that specifications contain appropriate safety criteria and instructions. Set forth authority and responsibility to assure that safety tasks are clearly stated in subcontracts.

1.12.2 Certified Professional Resources

1.12.2.1 Discuss your access to certified professional resources for safety, health, and environmental protection. Discuss their roles in motivation/awareness, worksite analysis, hazard prevention and control, and training.

2.1 Worksite Analysis

2.1.1 Contractor worksite hazards shall be systematically identified through a combination of surveys, analyses, and inspections of the workplace, investigations of mishaps and close calls, and the collection and trend analysis of safety and health data such as: records of occupational injuries and illnesses, findings and observations from preventive maintenance activities, reports on hazardous substance spills and inadvertent releases to the environment, facilities related incidents related to partial or full loss of systems functions; etc. Describe how hazards identified by any of the techniques identified below shall be ranked, processed, and mitigated in accordance with JPR 1700.1. All hazards on NASA property, which are immediately dangerous to life or health, shall be reported immediately to the Occupational Safety Office. All safety engineering products that address operations, equipment,

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

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etc., on NASA property will be subject to JSC Safety and Test Operations Division review and concurrence unless otherwise waived by the JSC Occupational Safety Office.

2.2 Industrial Hygiene

2.2.1 Describe your industrial hygiene program and how it will be coordinated with the JSC Government provided resources for industrial hygiene. In the event corporate resources are used to determine workplace exposures, copies of all monitoring data shall be provided to JSC Occupational Health within 15 days of receipt of results.

2.3 Hazard Identification

2.3.1 Describe the procedures and techniques to be utilized to compile an inventory of hazards associated with the work to be performed on this Contract. This inventory of hazards shall address the work specified in this Contract as well as operations and work environments in the vicinity or in close proximity to Contract operations. The results will be reported to the Government in a manner suitable for inclusion in facilities baseline documentation as a permanent record of the facility. Specific techniques to be considered include:

2.3.1.1 Comprehensive Survey - A "wall to wall" engineering assessment of the Contractor's worksite, which includes the Government furnished facilities and the immediate vicinity in which a work task will be performed. This assessment encompasses facilities, equipment, processes, and materials (including wastes TNRC/EPA solid and hazardous, radioactive, explosives, medical-infectious-biological).

2.3.1.2 Change (Pre-use) Analysis - Typically addresses modifications in facilities, equipment, processes, and materials (including waste); and related procedures for operations and maintenance. Change analyses periodically will be driven by new or modified regulatory and NASA requirements.

2.3.1.3 Hazard Analysis - May address facilities, systems/subsystems, operations, processes, materials (including waste), and specific tasks or jobs. Analyses and report formats will be in accordance with JSC 17773, "Preparing of Hazard Analyses for JSC Ground Operations."

2.3.1.4 The Contractor's safety plan will describe the flow of the findings of the comprehensive survey of hazards into hazard analyses and job hazard analyses and subsequently into controls such as design, operations, processes, procedures, performance standards, and training. The contractor will discuss its approach to notify NASA and other parties external to the contract work of its identified hazards and subsequent analyses and controls.

2.4 Inspections

2.4.1 Routine Inspections - Includes assignments, procedures, and frequency for regular inspection and evaluation of work areas for hazards and accountability for implementation of corrective measures. The Contractor will describe administrative requirements and procedures for control of and regularly scheduled inspections for fire and explosion hazards. The Contractor has the option, in lieu of this detail, to identify policies and procedures with the stipulation that the results (including findings) of inspections conducted on NASA property or involving Government furnished property will be documented in safety program evaluations or the monthly Accident/Incident Summary reports. Inspections will identify:

- a. Discrepancies between observed conditions and current requirements, and,
- b. New (not previously identified) or modified hazards.

2.4.2 Protective Equipment - Set forth procedures for obtaining, inspecting, and maintaining all appropriate protective equipment, as required, or reference written procedure pertaining to this subject. Set forth methods for keeping records of such inspections and maintenance programs.

2.4.3 Employee Reports of Hazards - Identification of methods to encourage employee reports of hazardous conditions (e.g., close calls) and analyze/abate hazards. The Contractor will describe steps it will take to create reprisal-free employee reporting with emphasis on management support for employees and describe methods to be used to incorporate employee insights into hazard abatement and motivation/awareness activities.

2.5 Accident and Record Analysis

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

2.5.1 Mishap Investigation – identification of methods to assure the reporting and investigation of mishaps including corrective actions implemented to prevent recurrence. The Contractor will describe the methods to be used to report and investigate mishaps on NASA property and on Contractor or third party property. The Contractor will describe its procedures for implementing immediate notification of NASA using the call tree in 2.5.1.a below. The use of the quick incident reports found at the lower center of the home page of the NASA Incident Reporting Information System (IRIS) at <https://nasa.ex3host.com/iris/newmenu/login.asp> and use of NASA forms as specified in JPR1700.1 or any alternate forms used by Contractor. The contingency plan will emphasize timely notification of NASA; preliminary and formal investigation procedures; exercise of jurisdiction over a mishap investigation involving NASA and other contractor personnel; preparation and submission of a formal report to NASA; follow up of corrective actions; communication of lessons learned to NASA; and solutions to minimize duplications in reporting and documentation including use of alternate forms, etc. The Contractor will discuss its procedures for immediate notification requirements for fires, hazardous materials releases, and other emergencies. The Contractor will include appropriate details to address the following:

Note: the NASA Form 1627 is not attached since it is a three part carbonless form not conducive to reproduction. This form can be obtained from JSC's Printing Services.

a. The Contractor will include a mishap contingency plan as part of the Safety and Health Plan which meets the requirements of NPR 8621.1B, "NASA Procedural Requirement for Mishap and Close Call Reporting, Investigating, and Recordkeeping", and JPR 1700.1, JSC Safety and Health Handbook. The plan will identify the method of notifying NASA in the advent of a type A or B mishap or C property damage mishap and close call with equivalent likely potential so NASA may take custody of the mishap scene and initiate its investigation as soon as it is safe following the mishap. The contingency plan will clearly identify the Government investigation as taking precedence over any contractor investigation. The Contractor will immediately contact the JSC Safety and Test Operations Division at 281-483-4900 for guidance when a Type A or B mishap or Type C property damage mishap occurs in the course of performing work on a NASA Contract in whole or in part. Such immediate notifications plus all other notification will be documented using the quick incident tables ("health" for injuries and "safety" for property damage) at the IRIS home page.

b. For Type C injuries and all lower level mishaps, the Contractor will perform its own investigation and submit a report to NASA in accordance with the requirements of NPR 8621.1. The Contractor will ensure that NASA is promptly notified of any Type D mishap so that NASA provides a civil servant to oversee the investigation in an ex officio capacity prior to start of any formal investigation. All initial reports and selected follow up reporting will be accomplished using IRIS.

c. When a NASA investigation is required, witnesses will be identified and their names and contact information provided to NASA investigator but witness statement must be requested and collected by NASA. Such statements will be retained by the Government as part of the mishap file in accordance with NPR 8621.1.

d. The Contractor will deliver to NASA mishap reports which shall include the data specified in NPR 8621.1 for the level of mishap. NASA approval and endorsements will be required as specified in NPR 8621.1 and included in the approved Safety and Health Plan.

2.5.2 Trend Analysis – Describe approach to performing trend analysis of data (occupational injuries and illnesses; facilities, systems, and equipment performance; maintenance findings; etc.). Discuss methods to identify and abate common causes indicated by trend analysis. In support of site-wide trend analysis to be performed by the Government, the Contractor will discuss method of providing data as follows.

a. Accident/Incident Summary Report - The Contractor shall prepare and deliver Accident/Incident Summary Reports as specified on JSC Form 288, "Accident/Incident Statistics" as revised. All new and open mishaps, including vehicle accidents, incidents, injuries, fires, and close calls shall be described in summary form along with current status. Negative reports are also required monthly. Report frequency is monthly; date due is the 10th days of the month following each month reported. Report to be delivered to the JSC S & MA Directorate through the Safety and Test Operations Division, mail code NS2, by fax to 281-244-0426 or by attaching to an e-mail and transmitting to mishcaps@ems.jsc.nasa.gov.

b. Log of Occupational Injuries/Illnesses

i. For each establishment on and off NASA property that performs work on this Contract, the Contractor shall deliver, to the Government, a copy of its annual summary of occupational injuries and illnesses (or equivalent) as described in Title 29, Code of Federal Regulations, Subpart 1904.5. A copy of all summaries as required above under Contractor's cover letter. If the Contractor is exempt by regulation from maintaining and publishing such logs,

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

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equivalent data in Contractor's format is acceptable (such as loss runs from insurance carrier) which contains the data required by JSC Form 288.

ii. Data shall be compiled and reported by calendar year and provided to the Government within 45 days after the end of the year to be reported (e.g. not later than February 15 of the year following).

3. Hazard Prevention and Control

3.1 Identified hazards must be eliminated or controlled. In the multiple employer environment of the Center, it is required that hazards including discrepancies and corrective actions be collected in a Center wide information system (Hazard Abatement Tracking System (HATS) for risk management purposes. Describe your approach to implementing this requirement.

3.2 Appropriate Controls

3.2.1 Discuss approach to consideration and selection of controls. Discuss use of hazard reduction precedence sequence (see JPR 1700.1). Discuss approach to identifying and accepting any residual risk. Discuss implementation of controls including verifying effectiveness. Discuss scope of coverage (hazardous chemicals, equipment, discharges, waste, energies, etc.). Discuss need for coordination with safety, health, environmental services, and emergency authorities at NASA.

3.3 Hazardous Operations and Processes

3.3.1 Establish methods for notification of personnel when hazardous operations and processes are to be performed in their facilities or when hazardous conditions are found to exist during the course of this Contract. JPR 1700.1 will serve as a guide for defining, classifying, and prioritizing hazardous operations; 29 CFR 1910.119 will be the guide for hazardous processes. Develop and maintain a list of hazardous operations and processes to be performed during the life of this Contract. The list of hazardous operations and processes will be provided to JSC as part of the plan for review and approval. JSC and the Contractor will decide jointly which operations and processes are to be considered hazardous, with JSC as the final authority. Before hazardous operations or processes commence, the Contractor will develop a schedule to develop written procedures with particular emphasis on identifying the job safety steps required. NASA will have access on request to any Contractor data necessary to verify implementation. For all identified operations or processes that may have safety or health implications outside Contract operations, the Contractor shall identify such circumstances to the JSC Occupational Safety Branch and Occupational Health and Test Support Office who will provide additional instructions for further NASA management review and approval.

3.4 Written Procedures

3.4.1 Identification of methods to assure that the relevant hazardous situations and proper controls are identified in documentation such as inspection procedures, test procedures, etc., and other related information. Describe methods to assure that written procedures are developed for all hazardous operations, including testing, maintenance, repairs, and handling of hazardous materials and hazardous waste. Procedures will be developed in a format suitable for use as safety documentation (such as a safety manual) and be readily available to personnel as required to correctly perform their duties.

3.5 Hazardous Operations Permits

3.5.1 Identify facilities, operations and/or tasks where hazardous operations permits will be required as specified in JPR 1700.1 such as confined space entry, hot work, etc. Set forth guidance to adhere to established NASA JSC procedures. Clearly state the role of the safety group or function to control such permits.

3.6 Operations Involving Potential Asbestos Exposures

3.6.1 Set forth method by which compliance is assured with JSC Asbestos Control Program as established in JPR 1700.1, as revised, and JPG 8800.1, "Asbestos Control Manual," as revised.

3.7 Operations Involving Exposures to Toxic or Unhealthful Materials

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

3.7.1 Such operations must be evaluated by the JSC Occupational Health Office and must be properly controlled as advised by same. JSC Occupational Health Office must be notified prior to initiation of any new or modified operation potentially hazardous to health.

3.8 Environmental Operations & Activities – See DRD AN-1-4

3.9 Baseline Documentation

3.9.1 Discuss the Contractor's responsibilities for maintaining facilities baseline documentation in accordance with JSC requirements. The Contractor will implement any facilities baseline documentation tasks (including safety engineering) as provided in the Contractor's plan approved by NASA or as required by Government direction.

3.10 Preventive Maintenance

3.10.1 Discuss approach to preventive maintenance. Describe scope, frequency, and supporting rationale for your preventive maintenance program including facilities and/or equipment to be emphasized or de-emphasized. Discuss methods to promote awareness in the NASA community (such as alerts, safety flashes, etc.) when preventive maintenance reveals design or operational concerns in facilities and equipment (and related processes where applicable).

3.11 Medical (Occupational Healthcare) Program

3.11.1 Discuss the Contractor's medical surveillance program and injury/illness case management to evaluate personnel and workplace conditions to identify specific health issues and prevent degradation of personnel health as a result of occupational exposures. Discuss approach to Cardiopulmonary Resuscitation (CPR), first aid, and return to work policies and the use of Government provided medical and emergency facilities for the initial treatment of occupational injuries/illnesses.

4. Hazard

4.1 Hazard Correction and Tracking

4.1.1 Discuss your system for correcting and tracking safety, health, and environmental hazards with particular emphasis on integration with JSC's Hazard Abatement Process (found on line @ <http://www6.jsc.nasa.gov/safety/hazard/database/default.asp>). (The scope is restricted to establishments at JSC, Sonny Carter Training Facility, and Ellington Field.) This includes the following:

4.1.2 Personnel Awareness of Hazards. Discuss your approach to communicate unsafe conditions and approved countermeasures to your employees. Discuss your approach to communicating such conditions to the Government and other Contractors whose personnel may be exposed to such unsafe conditions. Discuss communications with FM's. Discuss use of the NASA Lessons Learned Information System for both obtaining lessons from other sources and as a repository for lessons learned during performance of the Contract.

4.1.3 Interim and Final Abatement Plans - Describe how you will approach interim and final abatement of hazards. Describe how you will provide data to the JSC HATS for all hazards within Contractor-occupied facilities that are not finally abated (all interim and final abatement actions completed) within 30 days of discovery. Discuss your approach to posting such plans using JSC Form 1240, "JSC Notice of Safety or Health and Action Plan", or equivalent. Discuss compatibility of your system with JSC's role of facility managers in abatement planning, implementation, and verification.

4.2 Disciplinary System

4.2.1 Describe your system for ensuring safety and health discipline in your personnel (including subcontractors). Describe your approach to modifying personnel behaviors when personnel are exhibiting discrepant safety and health performance.

4.3 Emergency Preparedness

4.3.1 Discuss approach to emergency preparedness and contingency planning which addresses fire, explosion, inclement weather, environmental spill/releases, etc. Discuss compliance with 29 CFR 1910.120 (HAZWOPER) and role in JSC Incident Command System (see JPR 1700.1 for details). Discuss methods to be used for notification of

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JSC emergency forces including emergency dispatcher, safety hotline, director's safety hotline, etc. Discuss establishment of pre-planning strategies through procedures, training, drills, etc. Discuss methods to verify emergency readiness.

4.4 Safety and Health Training

4.4.1 Describe the Contractor's training program including identification of responsibility for training employees to assure understanding of safe work practices, hazard recognition, and appropriate responses for protective and/or emergency countermeasures, including training to meet Federal, State, and Local regulatory requirements. In doing so, the Contractor will factor parallel requirements found in other mandates such as environmental protection (example: 29 CFR 1910.38 for emergency action plans and fire prevention plans versus EPA Resource Conservation & Recovery Act (RCRA) and Emergency Planning and Community Right-to-Know (EPCRA)). Describe approach to identifying training needs including traceability to exercises such as job safety analyses, performance evaluation profiles, hazard analyses, mishap investigations, trend analyses, etc. Describe approach to training personnel in the proper use and care of personal protective equipment (PPE). Discuss tailoring of training towards specific audiences (management, supervisors, and employees) and topics (safety orientation for new hires, specific training for certain tasks or operations). Discuss approach to ensure that training is retained and practiced. Discuss personnel certification programs. Certifications should include documentation that training requirements and physical conditions have been satisfied (examples include physical examination, testing, and on-the-job performance). Address utilization of JSC safety and health training resources (such as asbestos worker training/certification, hazard communication, confined space entry, lockout/tagout, etc.) as appropriate with particular emphasis on programs designed for the multiple employer work environment on NASA property. All training materials and training records will be provided to NASA, and other Federal, state, and local agencies for their review upon request. If the Contractor wishes to train their personnel in any regulatory mandated training, an agreement will be secured with JSC Occupational Safety Branch and Occupational Health and Test Support office prior to beginning training. The agreement will ensure that safety and health training resources available from NASA are utilized where appropriate.

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

DRD Title	2. Current Version Date	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
Monthly Safety and Health Metrics	10/03 (replaces 08/03 version)	SA-1-2	

4. Use (Define need for, intended use of, and/or anticipated results of data)
 Establishes selected Safety and Health Program metrics
 ***The Office of Primary Responsibility for this DRD is the JSC Safety, Reliability, and Quality Assurance Office

5. DRD Category: (check one) Technical Administrative SR&QA

6. References (Optional) JPG 1700.1 JSC Safety and Health handbook	7. Interrelationships (e.g., with other DRDs) (Optional) DRD SA-1-1
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8. Preparation Information (Include complete instructions for document preparation)

Frequency of submission. Monthly by 10th of month following month being reported.

Distribution.
 NS2/Occupational Safety Branch (2 copies)
 SD13/Occupational Health Officer (1 copy)
 Contracting Officer's Technical Representative (COTR) (1 copy)

Format: electronic to NS2, SD13; hard copy to COTR. Send as Excel spreadsheet or in tables compatible with MS Word.

Definitions. Refer to JPG 1700.1 and OSHA requirements for definitions of terms below.

Scope. The scope of the information required is limited to the JSC-administered establishments of Houston Texas at NASA Road One; Sonny Carter Training Facility; and Ellington Field.

Content.

I. Management Commitment and Employee Involvement.

Date of Management Safety Committee Meeting		Type/Title of Meeting	No. of Managers attending		No. of supervisors attending		No. of non-supervisory attending	
			This month	Year to date	This month	Year to date	This month	Year to date

Include electronic copies of minutes or representative information

No. of Employee Safety Meeting		Type/Title of Meeting	No. of Employees attending		No. of managers/supervisors attending	
			This month	Year to date	This month	Year to date

Include electronic copies of minutes or representative information

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

II. Worksite Analysis. Refer to JPG 1700.1 for definitions of terms.

Division	No. of Hazard Analyses				No. of Job Safety Analyses				No. of Routine Inspections			
	Required		Performed		Required		Performed		Required		Performed	
	This month	Year to Date	This month	Year to Date	This month	Year to Date	This month	Year to Date	This month	Year to Date	This month	Year to Date
Total												

III. Hazard Prevention and Control - hazards below were found during routine and special inspections, close calls, mishap investigations, etc., and require correction.

No. of Hazards found			No. of Hazards closed <30 days			No. of Hazards open <30 days	No. of Hazards open >30 days			No. of Hazards closed >30 days			No. of JF1240s in place
Prior to month	This month	Year to date	Prior to month	This month	Year to date		Prior to month	This month	Year to date	Prior to month	This month	Year to date	

Attach copies (electronic ok if sent by e-mail) of JF 1240's (or equivalent) including monthly updates. Mark JF 1240's where abatement has been completed as closed.

IV. Safety and Health Training - List courses specific to loss control initiatives (such as slips/trips falls, material handling; etc.) Report other training as "Generic safety training not otherwise specified" (examples include Hazard Communication, Confined Space entry, HAZWOPER, system safety, job safety analysis, etc.) Do not include job proficiency course work where safety is an issue (such as radiography, welding, painting, etc.)

Course Title	No. to be Trained	No. Trained	On Schedule

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Instructions for Completing JSC Form 2341

General. JSC Form 2341 will be prepared to describe the content and provide preparation information for data required to support of JSC programs. For more detailed instructions, see JSC STD-123.

1. **DRD Title.** Enter the title of data or document required. The title should include a principal noun which best establishes the basic concept of the data.

2. **Date of current DRD version.** If an existing DRD is revised, enter the revision date. For a new DRD, enter origination date.

3. **DRL Line Item.** Enter the individual line item number from block 1 of JSC Form 2323, "JSC Data Requirements List," as completed for a specific procurement.

RFP/Contract No. The assigned procurement office enters the number of the specific procurement document to which the DRD is attached.

4. **Use.** Enter a synopsis of the intended use of the document. Include the reason for the requirement and identify the using organization if necessary.

5. **DRD Category.** Check the type of information described. SR&QA DRD's must be approved by a representative of the JSC Safety, Reliability, and Quality Assurance Office.

6. **References (Optional).** List applicable documents (NASA or JSC manuals, military specifications, Federal standards, NASA procurement regulations, etc.) containing additional information concerning the data requirements. If original DRD refers to obsolete documents, these should be deleted when the DRD is revised.

7. **Interrelationships (Optional).** Enter other data requirements or passages in the same SOW that will affect or be affected by this DRD. References to paragraphs in the SOW may not be substituted for the information in block 8.

8. **Preparation Information.** Provide instructions for preparation of the data required. JSC STD-123 contains suggestions for completing this section. If additional pages are required, use blank 8 1/2 X 11 inch sheets.

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title Environmental and Energy Consuming Product Compliance Reports	2. Current Version Date 01/18/2007	3. DRL Line AN-1-4	RFP/Contract No. (Procurement completes) NNJ06162825R
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4. Use (Define need for, intended use of, and/or anticipated results of data)

Used to complete JSC's required annual report to NASA HQ on sustainable acquisition, waste reduction, energy efficient product procurement, and ozone depleting substances.

5. DRD Category: (check)	Technical	<input checked="" type="checkbox"/>	Administrative	<input type="checkbox"/>	SR&QA
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6. References (Optional)

JPR 8550.1, JPR 8553.1
C.1.12 Environmental Management
C.1.6 Records and Reports

7. Interrelationships (e.g., with other DRDs) (Optional)

8. Preparation Information (Include complete instructions for document preparation)

Scope:

I. Annual Sustainable Acquisition Report

The Contractor shall track and report each January 15 to the JSC Environmental Office the following information regarding the purchase by the Contractor (including subcontracts) of all products on the U. S. Environmental Protection Agency's Comprehensive Procurement Guideline list and items on the USDA Farm Bill Biobased list:

- a. The total amount of each item purchased during the previous fiscal year in \$,
- b. The total amount of each listed item purchased during the previous fiscal year that contained at least the minimum recommended percentages of recycled content or biobased content during the fiscal year in \$,
- c. The total amount of each listed item purchased during the previous fiscal year that contained some recycled content or biobased content but less than the minimum recommended percentages of recycled content or biobased content during the fiscal year in \$,
- d. The number of waivers and the name of the item each waiver was requested for submitted to the Environmental Office during the previous fiscal year,
- e. The total amount purchased for each waived item during the previous fiscal year in \$, and
- f. A narrative explanation of constraints for purchasing each item that did not meet sustainable acquisition or biobased content requirements during the previous fiscal year.

II. Waste Reduction Activity Report

The Contractor shall track and report each January 15 to the JSC Environmental Office any new process improvements or programs undertaken by the Contractor (or subcontractors) that have contributed to waste reduction during the previous fiscal year. Waste reduction means increasing the percent of waste material diverted from the landfill. This may be accomplished through source reduction or by increasing reuse and recycling of items that would normally go to the landfill (trash). The information will be included in JSC's annual report to NASA HQ on waste reduction activities. Limit responses to one page or less per item. The response should include a description of the activity, the materials or wastes reduced, an estimated volume or weight of reduction, and a contact name and phone number for a person knowledgeable about the reduction activity.

FOR CONSTRUCTION/FACILITY MOD CONTRACTS ONLY

The Contractor shall track and report to the JSC Environmental Office the total weight in pounds of material sent to the landfill (this does not include shipments managed and paid for by the Environmental Office or their support contractor) and the total number of pounds of material recycled by media (scrap metal, wood, concrete, soil). The report is due within 30 days of completion of all waste generating and

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

recycling activities or of final waste shipments associated with the project and in no case later than completion of the contract.

III. Annual Energy Efficiency Product Procurement Report

The Contractor shall report to the JSC Energy Manager, on January 15 of each year, information on purchases of energy consuming products made by the Contractor (including subcontracts) beginning upon contract start. This includes the purchase of premium efficiency motors and efficiency lighting covered by the Energy Policy Act of 2005. The report shall provide the following:

- a. A list of all energy consuming products purchased during the previous fiscal year.
- b. The total purchase cost of each item on the list.
- c. A designation of which items were Energy Star or Federal Energy Management Program (FEMP)-sanctioned.
- d. For each Energy Star or FEMP-sanctioned product purchased, provide:
 - i. The simple payback value as determined by the contractor's life cycle cost analysis.
 - ii. The annual savings in dollars and BTUs due to the purchase of the item
- e. Metrics which show the effectiveness of the contractor's purchases
 - i. Percentage of purchased products that are Energy Star and FEMP-sanctioned against the total number of energy consuming products purchased.
 - ii. Total dollar value of the purchased products that are Energy Star and FEMP-sanctioned against the total dollar value of all energy consuming products purchased.

IV. Ozone Depleting Substances (ODS) Reports

The Contractor shall track and report each January 15 to the JSC Environmental Office the following information for the previous fiscal year related to ODS equipment that the contractor purchases, owns, operates, maintains, or repairs on-site:

- a. A list of the names of all EPA-Certified service technicians employed and their certification dates
- b. A list of any ODS recovery/recycling equipment that will be used and copy of the 40 CFR 82.162 EPA registration
- c. A list of any refrigeration/air conditioning units with a full charge of more than 50 pounds, not previously reported, including
 - i. any identifying equipment numbers
 - ii. the location of the equipment (building/room)
 - iii. the owning organization or contract name and number
 - iv. a narrative description of the equipment.
 - v. refrigeration or air conditioning equipment with a full charge of > 50 pounds, permanently removed from service during the year.

Format:

The Contractor shall submit reports in electronic and hard copy format unless otherwise directed by the COTR or DRD.

Maintenance/ Frequency:

Annual Sustainable Acquisition Report: Due annually by Jan. 15.

Waste Reduction Activity Report: Due annually by Jan. 15.

Waste Reduction Activity Report for Construction/Facility Mod Contracts: Due within 30 days of completion of all waste generating and recycling activities or of final waste shipments associated with the project and in no case later than completion of the contract.

ODS Report: Due annually by Jan. 15.

References:

JPR 8550.1, JPR 8553.1

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title Performance Metrics & Workload Data	2. Current Version Date Per RFP	3. DRL Line AN-1-5	RFP/Contract No. (Procurement completes) NNJ06162825R
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4. Use (Define need for, intended use of, and/or anticipated results of data)

To provide workload data collection for all identified work.

5. DRD Category: <i>(check)</i>	<input type="checkbox"/> Technical	<input checked="" type="checkbox"/> Administrative	<input type="checkbox"/> SR&QA
6. References <i>(Optional)</i> None	7. Interrelationships <i>(e.g., with other DRDs) (Optional)</i>		

8. Preparation Information (Include complete instructions for document preparation)

Scope:

The purpose of this report is to provide metrics which indicate the performance of the identified items within the SOW, and provide a record of the actual effort expended on the Environmental contract.

Workload quantities will be collected and presented at the Sub-Section level. This data will be used to monitor current contract status and work load forecast.

Additional metrics will be submitted to monitor the environmental performance of JSC in indicated areas.

The Contractor shall propose up to 3 additional metrics to measure their performance in critical or high-emphasis areas of the SOW.

JSC reserves up to 2 metrics to be determined during phase-in.

Contents:

The Performance Metrics to be tracked are as follows:

Contractor Performance Metrics:

Safety. Submit monthly. OSHA recordable frequency rate for the contract year with projections to the end of the year. Metrics shall be for:

- a. Lost Work Day Cases frequency rate
- b. OSHA Reportable Case frequency rate
- c. OSHA Lost Work Day Case severity rate

Environmental Workload Status Report. Submit monthly with the NF533 Cost and Data Reporting DRD (AN-1-3). Items that are to be included in the report by year are:

- a. units
- b. SOW Workload Historical Estimates
- c. Current Month Workload Actual
- d. CY1 Year to Date Total
- e. CY2 Year thru Contract Completion

Accuracy and Timeliness of Reports. Submit quarterly. Charts to show previous 12 month history.

- a. Number of reports, by month.
- b. Number of reports returned by COTR for corrections.
- c. Number of reports submitted past due.

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Drum Aging Metric. Submit monthly. Charts to show previous 6 month history. Each month report separately for JSC, EF and EPFOL:

- a. Oldest hazardous waste container in storage
- b. Oldest hazardous waste container in storage without an approved profile
- c. For JSC and EF, number of containers greater than 60 days in storage without disposal profile
- d. For EPFOL, number of containers greater than 180 days in storage without disposal profile
- e. For EPFOL only, total quantity of hazardous waste accumulated (pounds)

Customer Feedback. Submit quarterly.

- a. Technical Assistance. Charts to show previous 12 month history.
 - i. Number of inquiries received per category (asbestos, regulatory, recycling, etc). Contractor shall develop categories with COTR input.

Center Performance Metrics:

Wastes and Emissions Generated by Site (JSC, EF and SCTF). Submit quarterly. Charts to show previous 12 month history. One chart for items i-iii; one chart for items iv-v; one chart for item vi.

- a. Indicate by month the amount (weight):
 - i. Hazardous ISW Generated
 - ii. Non-hazardous ISW Generated
 - iii. ISW Recycled or Reused
 - iv. Solid Waste Generated
 - v. Solid Waste Recycled or Reused by Type
 - vi. Criteria Pollutants (NOx, SO2, VOCs, HAPs, PM10, CO) Generated
- b. Cumulative amount in pounds in calendar year-to-date for iv, v, and vi.
- c. Compare to baseline quantity (previous year).

Site-wide Spills and Releases. Submit quarterly. Chart to show previous 12 month history. Indicate by month the number and quantity in pounds of:

- a. Chemical Spills
- b. Reportable Spills
- c. Asbestos Spills
- d. Reportable Events (Opacity; no pounds required)

Center Regulatory Non-compliances. Submit quarterly in spreadsheet format. Spreadsheet to show previous 12 month history. Indicate by month the number of non-compliance by media. Include reference to regulatory or policy violation.

Frequency: The Contractor shall continuously maintain electronic access to the most recent data required in this DRD. Metrics to be submitted as identified above.

Distribution: One electronic copy to the CO and the COTR.

Format:

The Workload Data shall be compiled using Microsoft Excel or Microsoft Access.

All other Performance Metrics shall be compiled using Microsoft Powerpoint or Microsoft Excel; the Contractor's format is acceptable. The Contractor shall provide a "stoplight goal" for Contractor Performance Metrics. Example: 95% and above is green, 90% - 95% is yellow, and below 90% is red.

Maintenance: The Environmental Workload Status Report shall be reviewed with the COTR annually to determine SOW increases or decreases.

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Every 12 months, the Environmental COTR will evaluate the metrics in this DRD and reserves the right to revise or alter the metrics. The total number of metrics shall not change.

Additional Requirements:

None identified.

References

None identified.

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title	2. Current Version Date	3. DRL Line	RFP/Contract No. (Procurement completes)
JSC Emergency Preparedness Plan	2000	AN-1-6	NNJ06162825R
4. Use (Define need for, intended use of, and/or anticipated results of data)			
Develop plan for providing support for JSC Emergency Preparedness Plan JSC-05900 and applicable appendices. Develop SOPs as required. This is an OSHA requirement and the Contractor shall have a plan in place that outlines their responsibilities in the event of an emergency.			
5. DRD Category: (check <input type="checkbox"/> Technical <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> SR&QA			
6. References (Optional)		7. Interrelationships (e.g., with other DRDs) (Optional)	
8. Preparation Information (Include complete instructions for document preparation)			

Scope: Develop an Emergency Preparedness Plan (EPP) and SOPs required to implement the EPP. Perform annual reviews of the plan to identify and document improvements and required changes. The plan is to parallel the Center's plan and the Contractor must maintain, update, and implement the plan in response to changing site conditions, changes to the Center's plan and policies, or changes in federal or state regulations.

Frequency: Plan is due to the CO 30 days after start of Contract for review and approval and annually in March thereafter.

Distribution: One hard copy and one electronic disk to the CO.

Format: Per the following outline presented in the Center's Emergency Preparedness Plan JSC-05900.

Details: See Emergency Preparedness Plan JSC-05900.

References: None

Maintenance: Annually updated. Certification of annual review is required.

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title Environmental Management and Compliance Reports	2. Current Version Date Per RFP	3. DRL Line EN-2-2	RFP/Contract No. (Procurement completes) NNJ06162825R
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4. Use (Define need for, intended use of, and/or anticipated results of data)

These reports will be used to ensure compliance with applicable laws and agency regulations governing environmental management and compliance.

5. DRD Category: (check <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
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6. References (Optional)

SOW Reference
C.2 Environmental Management and Compliance Assurance
C.1.6 Records and Reports

7. Interrelationships (e.g., with other DRDs) (Optional)

8. Preparation Information (Include complete instructions for document preparation)

Scope:

The Contractor shall develop, review, update, maintain and submit reports and plans listed in C.2.7 of the SOW required for the purpose of complying with applicable laws and agency policy governing training, communication, compliance, EMS, regulatory review, procedure updates and building audits.

Format:

The Contractor shall submit reports in electronic and hard copy format unless otherwise directed by the COTR or DRD. The Contractor shall not use company logos or letterheads on reports. NASA logos are acceptable.

Maintenance/ Frequency:

See the table in C.2.7 of the SOW for the individual report frequency and due date.

Distribution:

Submit reports to the COTR

References:

SOW Section	Title	Existing Item, See TRL	New Item, See Below
C.2.2	JSC Environmental Training Plan	X	
C.2.2	Recommendations for Training Materials		X
C.2.2	Training Materials	X	
C.2.2	Training Report		X
C.2.3.1	Environmental Website Updates		X
C.2.3.1	Environmental Newsletter		X
C.2.4	Awards	X	
C.2.5	EMS Metrics	X	
C.2.5	Environmental Impact Summary	X	
C.2.5	JPR 8553.1, JSC Environmental Management System	X	
C.2.5	JPR 8550.1, JSC Environmental Compliance Procedural Requirements	X	
C.2.5	JE9W-06, EMS Aspect/Impact Assessment and EMP Process	X	
C.2.5	JE1W-01, Environmental Legal and Other	X	

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

	Requirements		
C.2.5	JE17W-01, Conducting and Participating in Internal EMS Audits	X	
C.2.6.1	Regulatory Review Summary		X
C.2.6.1	Environmental Procedures and Work Instruction Updates	X	
C.2.6.3	Internal Compliance Assessment Report	X	
C.2.6.4	Building Inspection Report	X	
C.2.6.5	Recommended Plan of Action		X

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

Recommendations for Training Materials

Scope:

The Contractor shall evaluate existing training materials. The Contractor shall recommend third party training services or development of training materials (classroom and on-line courses) for the most effective and economical approach to accomplish the prescribed training. The Contractor shall submit the recommendation to provide third party training services or the development of training materials to the COTR for approval.

Format:

Electronically (MS Word) and hard copy.

Contents:

The Contractor shall provide detailed recommendations on how environmental training will be provided for JSC employees. If recommending a third party training service, the Contractor shall provide the name of the company, detailed information on the company's capabilities, and cost. The Contractor shall discuss how the company will keep the training materials and services up to date with regulations and JSC-specific procedures and policies, and how the company will deliver the training (location, web-based, trainers, etc)

If recommending something other than a third party service, the Contractor shall provide detailed information on how the training materials will be created and kept current with regulations and JSC-specific procedures and policies. The Contractor shall provide detailed information on how the training will be provided (location, trainers, web-based, etc).

Maintenance/ Frequency:

Due one time, within 30 days of contract start.

Distribution:

Environmental COTR

Additional Requirements/Details:

None identified

References:

SOW C.2.2

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

Training Report

Scope:

The Contractor shall provide environmental training for JSC employees. This report will be used to track the type, frequency and effectiveness of the training.

Format:

Electronically (MS Excel spreadsheet) and hard copy.

Contents:

The Contractor shall report separately for classroom training and online training. The report shall also show the previous 12 month history.

For classroom training, report for each course:

1. The number of individuals receiving training
2. Number of civil servants and number of contractors
3. Average "Overall Student Feedback Score (Excellent, Very Good, Good, Fair or Poor)"
4. Average "Instructor Student Feedback Score (5-1)"
5. Average "Materials/Course Logistics Student Feedback Score (5-1)"

For online training, report for each course:

1. The number of individuals receiving training
2. Number of civil servants and number of contractors
3. Average "Overall Student Feedback Score (Excellent, Very Good, Good, Fair or Poor)"
4. Average "Materials/Course Logistics Student Feedback Score (5-1)"

Maintenance/ Frequency:

Due quarterly (Jan 1, Apr 1, Jul 1, Oct 1)

Distribution:

Environmental COTR

Additional Requirements/Details:

None identified

References:

SOW C.2.2

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

Environmental Website Updates

Scope:

Update all content on the Environmental Website for accuracy and completeness.

Format:

Submit content in form of updated web pages in HTML. All linked plans shall be submitted in PDF format. All other linked documents shall be submitted as downloadable MS Office documents.

Contents:

The Contractor shall prepare and submit updates for the Environmental Website. The Contractor shall check the accuracy and completeness of the following information and submit updated content. The updates shall be formatted such that they may be immediately placed on the website by the Government.

- Plans, policy, documents, procedures
- Regulations
- Status of projects
- General content
- All hyperlinks

Maintenance/ Frequency:

Quarterly (Jan 1, Apr 1, Jul 1, Oct 1)

Distribution:

Environmental COTR and JSC JA website administrator

Additional Requirements/Details:

The Contractor shall comply with applicable NASA and JSC Information IT Policy Directives and the JPD 2800.4, JSC Information Technology Program Management, and JPR 2810.1C, JSC Information Technology Security Handbook.

References:

SOW C.2.3.1

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

Environmental Newsletter

Scope:

The Environmental Newsletter will provide information to JSC employees about relevant environmental issues and the recycling metrics. The Newsletter shall contain information that employees can use at home or at work.

Format:

The Newsletter shall be submitted electronically in PDF format. The Contractor shall not use company logos or letterheads on reports. NASA logos that meet the NASA Communication Materials Review criteria are acceptable.

Contents:

The Newsletter shall contain a minimum of four articles on environmental issues relevant to JSC and its employees. Each article shall be between 500-1000 words, and shall use graphics as appropriate. The Newsletter shall also contain a chart or other graphical representation of the quantities of material recycled by type (i.e. paper, cardboard, metal, concrete) and relate it to JSC's diversion goal.

Maintenance/ Frequency:

Quarterly (Jan 1, Apr 1, Jul 1, Oct 1)

Distribution:

Environmental COTR and JA website administrator

Additional Requirements/Details:

None identified

References:

SOW C.2.3.1

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

Regulatory Review Summary

Scope:

The Contractor shall perform the review, interpretation, and applicability determination of new statutory and regulatory requirements and make recommendations for incorporation into existing JSC, EF, SCTF, and EPFOL policies, plans, procedures for the purpose of continually maintaining compliance.

Format:

Electronically (MS Word) and hard copy. The Contractor shall not use company logos or letterheads on reports. NASA logos are acceptable.

Contents:

The Contractor shall submit a narrative report detailing any new or changed statutory or regulatory requirements, or any new or changed agency requirements. The report shall detail the impacts on JSC operations, procedures, recordkeeping, etc. The Contractor shall include recommendations for accommodating these new or changed requirements.

Maintenance/ Frequency:

Due by the 15th of each month

Distribution:

Environmental COTR

Additional Requirements/Details:

None identified

References:

SOW C.2.6.1

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

Recommended Plan of Action

Scope:

Section C.2.6.5 of the SOW states, "The Contractor shall immediately initiate appropriate action to mitigate the non-compliance when mitigation activities are within the scope of the paragraphs C.2 through C.13. When the type of work is outside the Performance Based scope, then the Contractor shall develop and submit a Recommended Plan of Action to correct the non-compliance."

The Recommended Plan of Action will be used to plan and scope the work required to correct the non-compliance.

Format:

Electronically (MS Word) and hard copy. The Contractor shall not use company logos or letterheads on reports. NASA logos are acceptable.

Contents:

The Plan shall provide the results of a detailed investigation and evaluation of the environmental impact and regulatory status of the non-compliant condition. Elements of the Plan shall include relevant background information, a summary of events causing the non-compliance and immediate mitigation taken to minimize environmental impact, current status of the non-compliant condition, a discussion of feasible options considered and the recommendation course of action to include regulatory, cost, schedule, and mission impact considerations.

Maintenance/ Frequency:

As required, within 3 work days of non-compliance

Distribution:

Environmental COTR

Additional Requirements/Details:

None identified

References:

SOW C.2.6.5

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title Water Pollution Control and Prevention Reports	2. Current Version Date Per RFP	3. DRL Line Item EN-2-3	RFP/Contract No. (Procurement completes) NNJ06162825R
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4. Use (Define need for, intended use of, and/or anticipated results of data)

These reports will be used to ensure compliance with applicable laws and agency regulations governing water quality.

5. DRD Category: (check <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
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6. References (Optional) SOW Reference C.3 Water Pollution Control and Prevention C.1.6 Records and Reports	7. Interrelationships (e.g., with other DRDs) (Optional)
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8. Preparation Information (Include complete instructions for document preparation)

Scope:

The Contractor shall develop, review, update, maintain and submit reports and submittals listed in C.3.10 of the SOW required for the purpose of complying with regulations governing the control of waste water discharge and water supply, including sanitary sewer discharges, storm water discharges, oil pollution prevention, wetlands protection, and drinking water and regulatory oversight of impoundment operation and maintenance activities.

Format:

The Contractor shall submit reports in electronic and hard copy format unless otherwise directed by the COTR or DRD.

Contents:

The Contractor shall ensure that reports are complete and accurate upon submittal to COTR. The Contractor shall ensure that corrections are made in time to allow for the Government to meet reporting deadlines. The Contractor shall develop reports and responses to follow-up inquiries in accordance with guidance or regulation. The Contractor shall provide an accompanying cover letter for reports to be submitted to a regulatory agency. The Contractor's letter shall include a signed certification that all information contained in the report is accurate and complete and meets regulatory requirements. The Contractor shall provide all background information used to develop the report.

Maintenance/ Frequency:

See the table in C.3.10 for the individual report frequency and due date.

Distribution:

Submit reports to the COTR

Additional Requirements/Details:

None identified

References:

Section	Title	Existing Report, See TRL	New Report
C.3.1	Sanitary Sewer Industrial Discharge Management Plan	X	
C.3.1	Industrial Discharge Compliance Risk Evaluation and		X

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

	Recommendation Report		
C.3.1	TPDES Pretreatment Reports	X	
C.3.2	JSC Storm Water Pollution Prevention Plan	X	
C.3.2	EF Storm Water Pollution Prevention Plan	X	
C.3.2	JSC Storm Water Comprehensive Site Compliance Evaluation Report	X	
C.3.2	EF Storm Water Comprehensive Site Compliance Evaluation Report	X	
C.3.3	SEC Plan Review Report	X	
C.3.4	Conditional No Exposure Exclusion Feasibility Evaluation		X
C.3.5	Storm Water Management Program		X
C.3.5	Notice of Intent MS4		X
C.3.6	JSC Spill Prevention, Control, and Countermeasure Plan	X	
C.3.6	EF Spill Prevention, Control, and Countermeasure Plan	X	
C.3.8	Wetlands Delineation Reports	X	
C.3.9	JSC Drinking Water Monitoring Plan	X	

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

Industrial Discharge Compliance Risk Evaluation and Recommendations

Scope:

The Contractor shall review analytical data to evaluate compliance with regulations. The Contractor shall evaluate potential risks of non-compliance and provide written recommendations in an Industrial Discharge Compliance Risk Evaluation and Recommendation Report. *The Contractor shall ensure that the Report conforms to the requirements of Section C.1.6.*

Format:

The Report shall be submitted electronically in PDF format.

Contents:

Executive Summary

Provide an executive summary of risks identified from evaluation of quarterly waste water monitoring.

Summary Table of Monitoring Results

Provide a summary table of waste water monitoring analytical results for the reporting period. The table shall list regulatory quantitative limits and shall clearly identify analytical results either exceeding or within 10 percent of exceeding regulatory limits.

Potential Pollutant Source Discussion

Discuss identified or suspected potential pollutant sources negatively impacting waste water quality to the extent of placing JSC at risk of compliance with regulatory limitations. In addition, provide recommendations on strategies that could be employed to reduce risk of noncompliance through identification, control, and/or elimination of pollutant sources.

Maintenance/ Frequency:

Quarterly (Jan 15, April 15, July 15, Oct 15)

Distribution:

Environmental COTR

Additional Requirements/Details:

None identified

References:

None identified

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

Conditional No Exposure Exclusion Feasibility Evaluation

Scope:

The Contractor shall perform a feasibility evaluation and develop a plan, including estimated costs, for JSC to achieve Conditional No Exposure Exclusion from TPDES permit requirements to be submitted to the COTR. *The Contractor shall ensure that the Plan conforms to the requirements of Section C.1.6.*

Format:

The Plan shall be submitted electronically in PDF format.

Contents:

The Plan shall be consist of:

A comprehensive evaluation of activities and materials at JSC subject to coverage under the Texas Pollutant Discharge Elimination System Multi Sector General Permit for Industrial Activities;

A detailed study, including estimated costs, of feasible options to achieve a conditional exclusion from permit requirements through elimination of industrial materials and activities exposed to precipitation or runoff.

A recommendation of the most effective and economical strategy to achieve conditional no exposure exclusion.

Maintenance/ Frequency:

Due one time, 12 months after Contract start.

Distribution:

Environmental COTR

Additional Requirements/Details:

None identified

References:

None identified

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

Storm Water Management Program

Scope:

The Contractor shall develop and implement the JSC SWMP and Notice of Intent required under the TPDES Small Municipal Separate Storm Sewer System permit. The SWMP shall be developed within 4 months of permit issuance by TCEQ and include a schedule to achieve full implementation of the six required and seventh optional Minimum Control Measures within 3 years of SWMP development.

Format:

The Plan shall be submitted in hard copy and electronically in PDF and Microsoft Word formats.

Contents:

The SWMP shall meet the requirements found in Part III of TPDES General Permit Number TXR040000 for Small Municipal Separate Storm Sewer Systems.

As detailed in the permit, the SWMP shall include the following seven Minimum Control Measures (MCMs):

Public Education and Outreach on Storm Water Impacts;

Public Involvement/Participation;

Illicit Discharge Detection and Elimination;

Pollution Prevention/Good Housekeeping for Municipal Operations

Construction Site Storm Water Runoff Control;

Post-Construction Storm Water Management in New Development and Redevelopment;

Authorization for Municipal Construction Activities.

The SWMP shall contain documentation of the development, implementation, and evaluation of the SWMP including:

A list of any public and private entities assisting with the development or implementation of the SWMP;

A list of all Best Management Practices and measurable goals for each of the MCMs;

A schedule for the implementation of all SWMP requirements;

A description of how each measurable goal will be evaluated;

A rationale statement that addresses the overall program, including how the BMPs and measurable goals were selected.

Maintenance/ Frequency:

Due one time, within 4 months of permit issuance.

Distribution:

Environmental COTR

Additional Requirements/Details:

None identified

References:

TPDES General Permit Number TXR040000 for Small Municipal Separate Storm Sewer Systems

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

Notice of Intent (NOI) MS4

Scope:

The Contractor shall develop and implement the JSC SWMP and Notice of Intent required under the TPDES Small Municipal Separate Storm Sewer System permit. The SWMP shall be developed within 4 months of permit issuance by TCEQ and include a schedule to achieve full implementation of the six required and seventh optional Minimum Control Measures within 3 years of SWMP development.

Format:

The NOI shall be submitted in hard copy format on a form provided by TCEQ.

Contents:

The contents of the NOI shall meet the requirements found in Part II.D.4 of TPDES General Permit Number TXR040000 for Small Municipal Separate Storm Sewer Systems.

Maintenance/ Frequency:

Due one time, within 4 months of permit issuance.

Distribution:

Environmental COTR

Additional Requirements/Details:

None identified

References:

TPDES General Permit Number TXR040000 for Small Municipal Separate Storm Sewer Systems

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title Air Quality Program Reports	2. Current Version Date Per RFP	3. DRL Line EN-2-4	RFP/Contract No. (Procurement completes) NNJ06162825R
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4. Use (Define need for, intended use of, and/or anticipated results of data)

The reports and plans will be used to maintain compliance with Air Quality Program regulatory requirements.

5. DRD Category: (check <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
--

6. References (Optional)

SOW Reference:
C.4 Air Quality Program
C.1.6 Records and Reports

7. Interrelationships (e.g., with other DRDs) (Optional)

8. Preparation Information (Include complete instructions for document preparation)

Scope:

The Contractor shall develop, review, update, maintain and submit reports and submittals listed in C.4.9 of the SOW required for the purpose of complying with applicable laws and agency requirements governing the control of air quality at JSC, EF, SCTF and EPFOL.

Format:

The Contractor shall submit reports in electronic and hard copy format unless otherwise directed by the COTR or DRD. The Contractor shall not use company logos or letterheads on reports. NASA logos are acceptable.

Maintenance/ Frequency:

See the table in C. 4.9 of the SOW for the individual report frequency and due date.

References:

SOW Section	Title	Existing Item, See TRL	New Item, See Below
C.4.1.2	Summary of Air Emission Tag Inspection Reports		X
C.4.1.3	PBR Binder Updates	X	
C.4.2	Emission Event and SSME Notifications	X	
C.4.3.1	Emissions Calculation Spreadsheet	X	
C.4.3.2	JSC Air Emissions Inventory Update	X	
C.4.3.2	EF Air Emissions Inventory Update	X	
C.4.3.2	SCTF Air Emissions Inventory Update	X	
C.4.4.1	Subpart Db Compliance Report	X	
C.4.4.2	Subpart Dc Compliance Report	X	
C.4.4.3	Stationary Diesel Engine Testing Report		X
C.4.4.4	MECT Compliance Report (ECT-1)	X	
C.4.4.4	MECT Level of Activity Certification (ECT-3)	X	
C.4.5.2	Subpart T Compliance Report	X	
C.4.6	Title V Permit Revisions	X	
C.4.6	Notification of Off-Permit/Operational Flexibility Action (OP-NOTIFY)	X	
C.4.6	Title V Permit Renewal Application		X
C.4.6	Title V Permit Compliance Certification Report	X	
C.4.6	Reasonable Inquiry Summary	X	

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

SOW Section	Title	Existing Item, See TRL	New Item, See Below
C.4.6	Updates to HAP PTE at JSC and Synthetic Minor Permits at EF and SCTF (APD-CERT)	X	
C.4.8.1	EPA Notification Requests for Extension of Repairs	X	
C.4.8.2	Consolidated ODS Report		X
C.4.8.3	NETS ODS Report	X	

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

Summary of Air Emission Tag Inspection Reports

Scope:

The Contractor shall develop and submit Annual Summary of Air Emission Tag Inspection Reports.

Format:

This report shall be in electronic format using Microsoft Excel or current NASA JSC supported software.

Contents:

The Annual Summary of Air Emission Tag Inspection Reports shall consist of one Excel file with three separate worksheets for JSC, EF, and SCTF. For each site, all Air Emission Sources shall be listed by Emission Point Name (EPN) and Description; date inspected; and the results of inspection shown with "x". Use the comment field for additional information and explanation as necessary.

EPN	Source Description	Date Inspected	New	Existing	Replaced	Removed	Comments
B48GEN01	B48 Generator #1 (DE-1)	08-10-08		x			N/A

Legend:

1. **New** – Created New Tag for recently installed new source
2. **Existing** – Existing tag was verified in good condition
3. **Replaced** – Replaced tag because it was missing, inaccurate, or illegible
4. **Removed** – Removed tag from retired or decommissioned equipment

Maintenance/ Frequency:

Annually (September 1)

Distribution:

Environmental COTR

Additional Requirements/Details:

Maintain the report data in an Excel spreadsheet which can be sorted by field.

References (optional):

SOW C.4.1.2

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

Stationary Diesel Engine Testing Report

Scope:

The Contractor shall develop and submit the Stationary Diesel Engine Testing Reports on a quarterly basis.

Format:

This report shall be in electronic format using Microsoft Word or current NASA JSC supported software.

Contents:

The report shall include results of quarterly emission checks on stationary diesel engines that exceed 10 hours of operation in any month. The current listing of stationary diesel engines subject to this testing are:

Emission Point Number (EPN)	Description
B48GEN07	Bldg.48 Generator #7
B48GEN09	Bldg.48 Generator #9
B32GEN03	Bldg.32 Generator #3
B32GEN04	Bldg.32 Generator #4
B30AGEN01	Bldg.30A Generator #1
B32GEN06	Bldg.32 Generator #6
B259GEN01	Bldg.259 Generator #1
B48GEN01	Bldg.48 Generator #1
B25GEN01	Bldg.25 Generator #1
B343NGEN01	Bldg.343N Generator #1

Exhaust shall be sampled and tested real-time for nitrogen oxides (NOx) and carbon monoxide, using a Government-furnished Portable Combustion Gas Analyzer (Testo 350XL, ECN 2148227). To allow sufficient time for analyzer response, engines shall be operating at steady state and sampled for a minimum of one minute before printing test results.

Include as an Appendix copies of labeled strip chart data for each engine test.

Maintenance/ Frequency:

Quarterly (Jan. 15, April 15, July 15, Oct. 15)

Distribution:

Environmental COTR

Additional Requirements/Details:

See 30 Texas Administrative Code Chapter 117, §117.214 (b)(2)(A)

References (optional):

SOW C.4.4.3

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

Title V Permit Renewal Application

Scope:

The Contractor shall prepare and submit a Title V Permit Renewal Application for JSC Permit O-1552 to comply with 30 TAC Chapter 122, Subchapter C, Division 4 "Permit Renewals".

Format:

This permit renewal application shall be submitted in electronic format using Adobe Acrobat, Microsoft Word or current NASA JSC supported software. Include two hard copies, and one CD-ROM.

Contents:

Prepare and submit a complete application for TCEQ Title V Federal Operating Permit (FOP) renewal. The application shall include:

- Form OP-2 (Application for Permit Revision/Renewal);
- Form OP-CRO1 (Certification By Responsible Official);
- Core Data Form (if any company information has changed);
- OP-1 (Site Information Summary) (if any information has changed);
- Form OP-ACPS (Application Compliance Plan and Schedule);
- Form OP-MON (Monitoring Requirements) for any required periodic monitoring or compliance assurance monitoring necessary;
- Complete update to the current version of all other forms including but not limited to Form OP-REQ1 (Application Area wide Applicability Determinations and General Information), OP-REQ3 (Applicable Requirements Summary Form) and all applicable Form OP-UA (Unit Attribute Series).
- Any updates previously submitted on the OP-NOTIFY form or any permit updates previously submitted in accordance with 30 TAC § 122.222 must also be addressed in the renewal application.
- All of the requirements under 30 TAC Chapter 106, Subchapter A, 30 TAC Chapter 116, and any term or condition of any preconstruction permit, that is in effect, are applicable requirements and must be codified in the FOP. All unexpired New Source Review (NSR) permits that will be renewed should be included in the FOP renewal submittal regardless of the expiration date. If the NSR permit expires during the FOP renewal review process then, the FOP renewal application should be updated upon expiration of the NSR permit. If the NSR permit expires after the FOP has been renewed, then the revision procedures of 30 TAC Chapter 122 should be followed.
- The FOP renewal application should be updated when any NSR permit or authorization becomes effective during the review of the FOP renewal. The revision procedures of 30 TAC Chapter 122 should be followed when any NSR permit or authorization becomes effective after the FOP has been renewed.

Maintenance/ Frequency:

One time, by Nov. 1, 2008

Distribution:

Environmental COTR

Additional Requirements/Details:

In addition, the Contractor shall perform required Public Notice for the Renewal in accordance with the requirements of 30 TAC §122.320 and 122.322 (Bilingual Public Notice), which includes:

- Published notice of draft permit and preliminary decision in the public notice section of one issue each of the *Clear Lake Citizen* and *La Voz* (alternate Spanish language newspaper);
- Install two (2) signs at or near the site main entrance in English and Spanish declaring the filing of an application for a permit; and
- Prepare the certification statement to be signed by the Responsible Official that the newspaper notices and signs were posted as required.

References (optional):

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

See current version of TCEQ Site Operating Permit Renewal Guidance Document:

[http://www.tceq.state.tx.us/assets/public/permitting/air/Guidance/Title V/sop_renewal.pdf](http://www.tceq.state.tx.us/assets/public/permitting/air/Guidance/Title_V/sop_renewal.pdf)

SOW C.4.6

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

Consolidated ODS Report

Scope:

The Contractor shall compile the information provided by onsite organizations and contractors to prepare and submit a consolidated report of sources with greater than 50 pounds of ODS, ODS recycling equipment, and EPA-certified ODS technicians.

Format:

This report shall be in electronic format using Adobe Acrobat, Microsoft Word or current NASA JSC supported software.

Contents:

The Consolidated ODS report shall compile the following data, organized by site and by the reporting onsite NASA organization or contractor:

- 1) A list of any refrigeration/air conditioning units with a full charge of more than 50 pounds, not previously reported, including:
 - i. any identifying equipment numbers
 - ii. the location of the equipment (building/room)
 - iii. the owning organization or contract name and number
 - iv. a narrative description of the equipment.
 - v. refrigeration or air conditioning equipment with a full charge of > 50 pounds, permanently removed from service during the year.
- 2) A list of any ODS recovery/recycling equipment that will be used and copy of the 40 CFR 82.162 EPA registration; and
- 3) A list of the names of all EPA-Certified service technicians employed and their certification dates

Maintenance/ Frequency:

Annually (March 1)

Distribution:

Environmental COTR

Additional Requirements/Details:

None identified

References (optional):

SOW C.4.8.2

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title Industrial Solid Waste Reports	2. Current Version Date Per RFP	3. DRL Line Item EN-2-5	RFP/Contract No. (Procurement completes) NNJ06162825R
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4. Use (Define need for, intended use of, and/or anticipated results of data)

The reports and plans will be used to maintain compliance with Industrial Solid Waste Management regulatory requirements.

5. DRD Category: (check <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
--

6. References (Optional)

SOW Reference:
C.5 Industrial Solid Waste Management
C.1.6 Records and Reports

7. Interrelationships (e.g., with other DRDs) (Optional)

8. Preparation Information (Include complete instructions for document preparation)

Scope:

The Contractor shall develop, review, update, maintain and submit reports and submittals listed in C.5.9 of the SOW required oversight for the purpose of complying with applicable laws and agency requirements governing the control of ISW from its origin to ultimate off-site recycling, treatment, storage, or disposal.

Format:

The Contractor shall submit reports in electronic and hard copy format unless otherwise directed by the COTR or DRD.

Maintenance/ Frequency:

See the table in C. 5.9 of the SOW for the individual report frequency and due date.

References:

SOW Section	Title	Existing Report, See TRL	New Report
C.5.1.1	JSC Waste Analysis Plan	X	
C.5.1.1	EF Waste Analysis Plan	X	
C.5.1.1	EPFOL Waste Analysis Plan	X	
C.5.1.2	JSC Waste Summary (Review Copy)	X	
C.5.1.2	JSC Waste Summary (STEERS)	X	
C.5.1.2	EF Waste Summary (Review Copy)	X	
C.5.1.2	EF Waste Summary (STEERS)	X	
C.5.1.2	EPFOL Waste Summary (Review Copy)	X	
C.5.1.2	EPFOL Waste Summary (STEERS)	X	
C.5.1.2	ISW Generator Report (1 consolidated report for JSC, EF, SCTF, EPFOL)	X	
C.5.1.2	NETS Hazardous Waste Report (1 consolidated report for JSC, EF and EPFOL)	X	
C.5.1.3	NOR Updates in STEERS	X	
C.5.1.3	Written NOR Correction Notice	X	
C.5.2.3	ISW Tank Integrity Test Report (for 7 individual tank integrity tests)	X	
C.5.5	Manifest Exception Report		X
C.5.5	JSC Waste Shipment Report	X	
C.5.5	EF Waste Shipment Report	X	

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

C.5.5	EPFOL Waste Shipment Report	X	
C.5.6	TSDR and Transporter Audit Reports	X	
C.5.6	Approved TSDR Facility and Transporter List	X	
C.5.7	JSC ISW Contingency Plan	X	
C.5.7	EF ISW Contingency Plan	X	
C.5.7	EPFOL ISW Contingency Plan	X	

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

Manifest Exception Report

Scope:

The Contractor shall prepare and submit Manifest Exception Reports on any occasion that original copies of manifests are not received from TSDR facilities within 40 calendar days of shipment. *The Contractor shall ensure that the Reports conform to the requirements of Section C.1.6.*

Format:

This exception report shall be in electronic format using Microsoft Word or current NASA JSC supported software.

Contents:

Prepare a letter ready for COTR signature that includes all the information required by the most current version of TAC 335.13.j-k. Information that should be included in the letter are: a legible copy of the manifest for which the generator does not have confirmation of delivery and an explanation of the efforts taken to locate the hazardous or Class 1 waste and the results of those efforts.

Maintenance/ Frequency:

Submit no later than the 40 calendar days after the referenced shipment was made, as applicable.

Distribution:

Environmental COTR

Additional Requirements/Details:

None identified

References (optional):

SOW C.5.5

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title Emergency Spill/Release Response Reports	2. Current Version Date Per RFP	3. DRL Line Item EN-2-6	RFP/Contract No. (Procurement completes) NNJ06162825R
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4. Use (Define need for, intended use of, and/or anticipated results of data)

The reports and plans will be used to maintain compliance with emergency spill/release response regulatory requirements.

5. DRD Category: (check <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
--

6. References (Optional) SOW Reference: C.6 Emergency Spill/Release Response C.1.6 Records and Reports	7. Interrelationships (e.g., with other DRDs) (Optional)
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8. Preparation Information (Include complete instructions for document preparation)

Scope:

The Contractor shall develop, review, update, maintain and submit reports and submittals listed in C.6.4 of the SOW required for the purpose of complying with regulations governing the initial notification and follow-up reports for responses to emergency spills and releases.

Format:

The Contractor shall submit reports in electronic and hard copy format unless otherwise directed by the COTR or DRD.

Maintenance/ Frequency:

See the table in C. 6.4 of the SOW for the individual report frequency and due date.

References:

SOW Section	Title	Existing Report, See TRL	New Report
C.6.1	Appendix 4, Hazardous Substance Release/Spills, of JSC 05900, JSC Emergency Response Plan	X	
C.6.3	Initial Spill/Release Notification		X
C.6.3	Follow up Spill/Release Report		X

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

Initial Spill/Release Notification

Scope:

The Contractor shall prepare and submit initial notifications to the COTR on spill/release response actions which meet regulatory reporting requirements. The Contractor shall ensure that the Notifications conform to the requirements of Section C.1.6.

Format:

The Contractor shall submit reports in electronic and hard copy format unless otherwise directed by the COTR or DRD.

Contents:

Prepare each notification for the COTR and Environmental Office for transmittal to the appropriate regulatory agencies and include all required regulatory information as specified in the most current version of the State of Texas Oil and Hazardous Substances Spill Contingency Plan, RG290, 5.1 Initial Report Information.

Maintenance/ Frequency:

As required, submit within four (4) hours of receipt of notification of a spill/release requiring a response by the Facilities Contract spill response team.

Distribution:

Environmental COTR

Additional Requirements/Details:

None identified

References (optional):

None identified

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

Follow Up Spill/Release Report

Scope:

The Contractor shall prepare and submit to the COTR follow up spill/release reports on spill/release response actions which meet regulatory reporting requirements. The Contractor shall ensure that the Reports conform to the requirements of Section C.1.6.

Format:

The Contractor shall submit reports in electronic and hard copy format unless otherwise directed by the COTR or DRD.

Contents:

Prepare each followup spill/release report for the COTR and Environmental Office ready for transmittal to the appropriate regulatory agencies. Include all required regulatory information as specified in the most current version of 30 TAC §§327.1-327.5 and the State of Texas Oil and Hazardous Substances Spill Contingency Plan, RG-290, 14.1 Submission of Written Reports to the TNRCC.

Maintenance/ Frequency:

As required, 2 working days prior to regulatory deadline

Distribution:

Environmental COTR

Additional Requirements/Details:

None identified

References (optional):

RG-285 TNRCC Handbook for Spill Response

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title Petroleum Storage Tank Program Reports, Plans, Notifications	2. Current Version Date Per RFP	3. DRL Line Item No. EN-2-7	RFP/Contract No. (Procurement completes) NNJ06162825R
4. Use (Define need for, intended use of, and/or anticipated results of data) The reports and plans will be used to maintain compliance with Petroleum Storage Tank regulatory requirements.			
5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA			
6. References (Optional) SOW Reference: C.7 Petroleum Storage Tank (PST) Program Reports, Plans, Notifications, and Submittals C.1.6 Records and Reports		7. Interrelationships (e.g., with other DRDs) (Optional)	
8. Preparation Information (Include complete instructions for document preparation)			

Scope:

The Contractor shall develop, review, update, maintain and submit reports and submittals listed in C.7.1 of the SOW required for the purpose of complying with regulations governing the control of petroleum storage tanks and to oversee the petroleum storage program.

Format:

The Contractor shall submit reports in electronic and hard copy format unless otherwise directed by the COTR or DRD.

Maintenance/ Frequency:

See the table in C. 7.1 of the SOW for the individual report frequency and due date.

References:

SOW Section	Title	Existing Report, See TRL	New Report
C.7	Updated Petroleum Storage Tank Log	X	
C.7	1 PST Tank Integrity Testing Report (for 5 individual PST tank integrity tests)	X	
C.7	PST Notification, Certification, Registration Forms	X	

Additional Requirements/Details:

None identified

References (optional):

None identified

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title Program and Project Reviews and Construction Support Reports, Plans and Submittals	2. Current Version Date Per RFP	3. DRL Line EN-2-8	RFP/Contract No. (Procurement completes) NNJ06162825R
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4. Use (Define need for, intended use of, and/or anticipated results of data)

These reports will be used to comply with NEPA regulations where applicable. They will also be used to ensure that environmental requirements are noted in program and project planning, and in facility maintenance, operation and construction activities.

5. DRD Category: <i>(check)</i> <input type="checkbox"/> Technical	<input checked="" type="checkbox"/> Administrative	<input type="checkbox"/> SR&QA
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6. References *(Optional)*
SOW Reference
C.8 Program and Project Reviews and Construction Support
C.1.6 Records and Reports

7. Interrelationships *(e.g., with other DRDs) (Optional)*

8. Preparation Information (Include complete instructions for document preparation)

Scope:

The Contractor shall develop, review, update, maintain and submit reports and plans listed in C.8.6 of the SOW required for the purpose of complying with regulations and policy governing NEPA, construction support and program and project reviews.

Format:

The Contractor shall submit reports in electronic and hard copy format unless otherwise directed by the COTR or DRD. The Contractor shall not use company logos or letterheads on reports. NASA logos are acceptable.

Maintenance/ Frequency:

See the table in C.8.6 of the SOW for the individual report frequency and due date.

References:

Section	Title	Existing Item, See TRL	New Item, See Below
C.8.1	JSC Environmental Resource Document	X	
C.8.1	EF Environmental Resource Document	X	
C.8.1	SCTF Environmental Resource Document	X	
C.8.1	EPFOL Environmental Resource Document	X	
C.8.2	NETS NEPA updates	X	
C.8.4	Environmental Planning Checklist		X
C.8.4	Program/Project Review Comments		X
C.8.5	SPECSINTACT Proposed Changes	X	

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

Environmental Planning Checklist

Scope:

The Contractor shall develop an environmental planning checklist specific to JSC activities to determine environmental impacts of programs, projects, Work Authorization Documents (WADs), facility maintenance and operation activities, and other similar types of work.

The checklist shall serve to evaluate the project/activity for impacts to environmental media, to promote environmental stewardship and to ensure compliance with applicable laws and agency requirements.

Format:

Electronic (MS Office) and hard copy. The Contractor shall not use company logos or letterheads on reports. NASA logos are acceptable.

Contents:

Include a title block with the project name and number, project manager and phone number, name of person completing the checklist, date, and description of project/activity.

At a minimum, the checklist shall include the following items for evaluation:

- Impacts to soil, ground water, surface water, drinking water, and air (e.g. SWPPPs, NESHAPs, permits)
- Installation or demolition of equipment or items containing PCBs, hazardous materials, oils, or fuels
- Activities involving asbestos, lead, chromium, or other hazardous materials
- Activities that require sedimentation and erosion control
- Projects requiring NEPA documentation
- Potential material recycling
- Purchase of CPG items
- Addition of equipment such as tanks, pollution control devices, or others
- Opportunities for energy and/or water conservation

Maintenance/ Frequency:

Due within three months of contract start. The Contractor shall review and update the checklist as needed and when new environmental laws or agency requirements are promulgated.

Distribution:

Environmental COTR

Additional Requirements/Details:

None identified

References:

SOW C.8.4

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

Program/Project Review Comments

Scope:

The Contractor shall review Mission and Mission Support Programs, CoF Projects, WADs, facility maintenance and operation activities, and CERCLA/RCRA/TRRP investigation activities to ensure environmental requirements are identified. The Contractor's review shall include project scoping, investigations, planning and programming, scheduling, cost estimates, evaluations, design reviews, value engineering and operation, monitoring, specifications, and operational procedures. The Contractor shall submit Program and Project Review Comments to the Program/Project Manager.

Format:

Electronic and hard copy. The Contractor shall not use company logos or letterheads on reports. NASA logos are acceptable.

If the Program/Project Manager has a specific form, the Contractor shall use that form. Otherwise, the Contractor's format is acceptable.

Contents:

Include a title block with the program/project name and number, program/project manager and phone number, name of person providing comments, date, and description of program/project.

Provide comments on changes or additions to program/projects to include environmental requirements. Include reference to the section, regulatory or policy citation, and whether the change is required or recommended.

Maintenance/ Frequency:

Due as required by the Program/Project Manager

Distribution:

Environmental COTR, Program/Project Manager

Additional Requirements/Details:

None identified

References:

SOW C.8.4

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title Pollution Prevention (P2) and Sustainability Programs Reports and Plans	2. Current Version Date Per RFP	3. DRL Line Item No. EN-2-9	RFP/Contract No. (Procurement completes) NNJ06162825R
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4. Use (Define need for, intended use of, and/or anticipated results of data)

These reports and plans will be used to maintain JSC environmental regulatory requirements, improve JSC's environmental compliance, and reduce its environmental footprint.

5. DRD Category: (check one)	<input checked="" type="checkbox"/> Technical	<input type="checkbox"/> Administrative	<input type="checkbox"/> SR&QA
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6. References (Optional) SOW Reference C.9 Pollution Prevention (P2) and Sustainability Programs C.1.6 Records and Reports	7. Interrelationships (e.g., with other DRDs) (Optional)
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8. Preparation Information (Include complete instructions for document preparation)

Scope:

The Contractor shall develop, review, update, maintain and submit reports and plans listed in C.9.5 of the SOW required for the purpose of complying with regulations and policy governing pollution prevention (P2) and sustainability.

Format:

The Contractor shall submit reports in electronic and hard copy format unless otherwise directed by the COTR or DRD.

Maintenance/ Frequency:

See the table in C.9.5 of the SOW for the individual report frequency and due date.

References:

SOW Section	Title	Existing Item, See TRL	New Item, See Below
C.9.1.1	PPOAs	X	
C.9.1.2	JSC P2 Plan	X	
C.9.1.2	EF/SCTF P2 Plan	X	
C.9.1.2	EPFOL P2 Plan	X	
C.9.1.3	JSC WRPA Progress Report	X	
C.9.1.3	EF WRPA Progress Report	X	
C.9.1.4	NETS P2 Report	X	
C.9.2	JSC Sustainability Plan		X
C.9.2	Sustainability Opportunity Assessments		X

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

JSC Sustainability Plan

Scope:

The JSC Sustainability Plan will be used as a roadmap to sustainable operations at JSC. The Plan shall function as a single, comprehensive, guiding document on sustainability issues at JSC from the present through the next 25 years.

Sustainability is defined as the ability to meet this generation's needs without sacrificing the needs of future generations.

The JSC Sustainability Plan will be used as a roadmap to sustainable operations at JSC, EF and SCTF (hereafter referred to as JSC) in Houston, Texas. The Plan shall function as a single, comprehensive, guiding document on sustainability issues at JSC. The Plan shall be a living document that is relevant to issues affecting JSC and the surrounding community from the present into the next 25 years.

The Sustainability Plan is meant to encompass all issues affecting JSC's environmental footprint. As such, it should look at issues typically found in Pollution Prevention (P2) plans, like reducing hazardous waste and the amount of toxic chemicals procured and used. However, it should also look beyond typical P2 actions and ask how all resources can be conserved, following the classic hierarchy of reduce, reuse, and recycle. It should examine issues as mundane as creating double-sided copies all the way to reducing traffic/fostering mass transit in the surrounding community, or looking at a regional water-sharing plan.

Some issues are small and can be implemented with minimal cost and effort. Other issues, especially community issues, will require significant investments and take many years. The issues still need to be studied through sustainability opportunity assessments (SOAs) that are then incorporated into the Sustainability Plan.

Format:

One hard copy, one PDF copy

Contents:

The Contractor shall discuss the JSC Sustainability Plan requirements with the JSC Environmental Office staff to determine the most applicable content. At a minimum, the Plan shall include the following:

Executive Summary

Provide an executive summary of the JSC Sustainability Plan.

Vision

Discuss the definition of sustainability, what it means to JSC, the local community and NASA as a whole. Discuss the benefits. Briefly discuss guidance documents, such as Executive Orders, that recommend sustainable operations for Federal facilities.

Goals

Lay out the goals of JSC in the time frames listed below. Also discuss some of the potential problems JSC might be facing in each of these time frames. For example, in 1 year, the issue might be completing our first year of EMS certification and how it has impacted the Center. A 5 year issue might be landfill space shortage, or the shuttle transition. A 10 year issue could be material or energy availability. A 25 year issue could be rising sea level. The intent is to give NASA management and planners an idea of possible futures and risks they may be facing. All risks should be focused on risks to mission. For example, rising electricity costs mean less money available to do manned space operations. A potentially hazardous material could be regulated in another country, making it more difficult to procure for use in NASA's manned space flight program.

1-year

5-year

10-year

25-year

Background/History of JSC and NASA

Discuss the history of JSC and how some of the more problematic issues came to be. For example: encroachment. If significant SOAs/PPOAs have been implemented in the last year, discuss how they improved operations at JSC.

Baseline

Use the first contract year to create a baseline of operations at JSC. Typical things that would be measured include hazardous and non-hazardous waste generation, recycling amounts, energy use, water use, NOVs, spills, TRI

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

releases, procurement of chemicals on the EPA's phase out list, employee vehicle miles driven while commuting to/from work, commuting time, species of flora/fauna at JSC. There may be other factors that would be appropriate.

Tie-ins with Environmental Management System, Environmental Management Programs, Pollution Prevention, Other Groups

Discuss the activities and goals of other groups at JSC with goals that are similar to or are encompassed by the idea of sustainability. Discuss how these groups can work together.

Site-specific Activities

Discuss activities that take place within JSC's fence line. Use large categories, such as Beneficial Landscaping, Recycling, and Toxic Chemical Reduction. Within the categories, discuss active projects that are ongoing to improve sustainability at JSC.

Active Projects

Community Activities

Discuss activities that take place outside JSC's fence line and relate to the local community and region. Use large categories, such as Traffic Management, Water and Energy Use, Smart Growth. Within the categories, discuss active projects that are ongoing to improve sustainability in the local community.

Active Projects

Appendices

Completed Projects

Provide a list of completed projects that grew out of SOAs and PPOAs. For each project, provide a 1-2 page summary.

Identified Projects

Provide a list of SOAs and PPOAs that have been completed, but have not been implemented. Provide a link to or a copy of the completed SOA/PPOA.

Regulations and Guiding Documents

Provide a list of regulations and documents concerning sustainability and opportunity assessments. Provide links to the documents where possible.

Scenarios

Create 2-3 realistic scenarios for JSC's future in 10 and 25 years. The scenarios should be focused on risks to the mission that could be affected by improving JSC's sustainability.

NOTE: These shall be updated every 5 years, not annually.

Resources

Provide a list of contacts, both onsite and offsite, that would be useful for employees researching or implementing SOAs or PPOAs.

Provide a description and hyperlinked list of websites related to activities in the Plan and other sustainability websites.

Provide a list and description of useful publications.

Maintenance/ Frequency:

1 Plan developed by June 15, 2008; 1 subsequent plan update due annually on June 15

Distribution:

Environmental COTR

Additional Requirements/Details:

None identified

References:

SOW C.9.2

JPR 8553.1, JSC Environmental Management System

JPR 8550.1, JSC Environmental Compliance Procedural Requirements

JE9W-06, EMS Aspect/Impact Assessment and EMP Process

JE1W-01, Environmental Legal and Other Requirements

JSC P2 Plan

EF P2 Plan

JSC WRPA Annual Progress Report

EF WRPA Annual Progress Report

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

Sustainability Opportunity Assessments (SOAs)

Scope:

SOAs will be used to evaluate and implement projects at JSC that reduce environmental impacts, reduce mission and safety risks, improve resource use and conservation, and improve employee and community relationships.

SOAs will be used to evaluate and implement projects at JSC that reduce environmental impacts, reduce mission and safety risks, improve resource use and conservation, and improve employee and community relationships.

Format:

Electronic (MS Office) and hard copy

Contents:

The Contractor shall prepare and submit to the JSC Environmental Office a SOA that contains the following:

Cover sheet containing the title of the SOA, date submitted, name of the preparer, numerical ranking score, executive summary of the assessment, and the payback period.

Systematic evaluation of the assessed process or operation to characterize all aspects of the process or operation, to define the environmental impacts, and to identify associated mission risks and safety and health hazards.

Discussion of alternative products, processes and operations that reduce environmental impacts and mission risks, and provide other benefits.

Impediments to implementation.

Vendor information to facilitate rapid implementation of the SOA.

Life cycle cost analysis.

Numerical ranking score that considers environmental compliance, facility mission impact, environmental benefits, ease of implementation, cost savings, and community benefits.

Maintenance/ Frequency:

3 per Semi-annual period, Jan. 1 and July 1

Distribution:

Environmental COTR

Additional Requirements/Details:

None identified

References:

SOW C.9.2

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title Recycling And Municipal Solid Waste (MSW) Program Reports	2. Current Version Date Per RFP	3. DRL Line Item No. EN-2-10	RFP/Contract No. (Procurement completes) NNJ06162825R
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4. Use (Define need for, intended use of, and/or anticipated results of data)

These reports will be used to provide data on the recycling program to JSC, HQ and other Federal Regulatory Agencies.

5. DRD Category: (check one)	<input checked="" type="checkbox"/> Technical	<input type="checkbox"/> Administrative	<input type="checkbox"/> SR&QA
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6. References (Optional) SOW Reference C.10 Recycling and Municipal Solid Waste (MSW) Program C.1.6 Records and Reports	7. Interrelationships (e.g., with other DRDs) (Optional)
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8. Preparation Information (Include complete instructions for document preparation)

Scope:

The Contractor shall develop, review, update, maintain and submit reports listed in C.10.4 of the SOW required for the purpose of complying with regulations governing recycling and municipal solid waste (MSW)

Format:

The Contractor shall submit reports in electronic and hard copy format unless otherwise directed by the COTR or DRD.

Maintenance/ Frequency:

See the table for the individual report frequency and due date.

References:

Section	Title	Existing Report, See TRL	New Report, See Below
C.10.1	Recycling and MSW Report	X	
C.10.2	NETS Recycling Report	X	
C.10.3	MSW Survey Report	X	

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title Sustainable Acquisition Program Reports	2. Current Version Date Per RFP	3. DRL Line Item No. EN-2-11	RFP/Contract No. (Procurement completes) NNJ06162825R
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4. Use (Define need for, intended use of, and/or anticipated results of data)

This report is required for the Sustainable Acquisition Program and will be used to complete the NASA Environmental Tracking System (NETS) data call on sustainable acquisition.

5. DRD Category: (check one)	<input type="checkbox"/> Technical	<input type="checkbox"/> Administrative	<input type="checkbox"/> SR&QA
6. References (Optional) SOW Reference C.11 Sustainable Acquisition Program C.1.6 Records and Reports	7. Interrelationships (e.g., with other DRDs) (Optional)		

8. Preparation Information (Include complete instructions for document preparation)

Scope:

The Contractor shall review, update, maintain and submit the report listed in C.11.2 of the SOW required for the purpose of complying with regulations governing sustainable acquisition.

Format:

The Contractor shall submit reports in electronic and hard copy format unless otherwise directed by the COTR or DRD.

Maintenance/ Frequency:

See the table in C. 11.2 of the SOW for the individual report frequency and due date.

References:

Section	Title	Existing Item, See TRL	New Item
C.11.1	NETS Sustainable Acquisition Report	X	

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title Asbestos Programs Reports and Notifications	2. Current Version Date Per RFP	3. DRL Line Item No. EN-2-12	RFP/Contract No. (Procurement completes) NNJ06162825R
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4. Use (Define need for, intended use of, and/or anticipated results of data)

The reports and notifications will be used to maintain compliance with asbestos requirements.

5. DRD Category: (check one)	<input checked="" type="checkbox"/> Technical	<input type="checkbox"/> Administrative	<input type="checkbox"/> SR&QA
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6. References (Optional) SOW Reference: C.12 Asbestos Program C.1.6 Records and Reports	7. Interrelationships (e.g., with other DRDs) (Optional)
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8. Preparation Information (Include complete instructions for document preparation)

Scope:

The Contractor shall develop, review, update, maintain and submit reports and submittals listed in C.12.5 of the SOW required for the purpose of complying with regulations governing the control of asbestos and asbestos containing materials.

Format:

The Contractor shall submit reports in electronic and hard copy format unless otherwise directed by the COTR or DRD.

Maintenance/ Frequency:

See the table in C.12.5 of the SOW for the individual report frequency and due date.

References:

SOW Section	Title	Existing Report, See TRL	New Report
C.12.1	Site-wide Inspection --Asbestos Condition Assessment Spreadsheet (covering JSC, EF, and SCTF)		X
C.12.3	Asbestos Regulatory Notifications	X	
C.12.3	O&M Consolidated Notification	X	
C.12.4	APD Reviews	X	

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<NEW REPORT>

Site-wide Inspection --Asbestos Condition Assessment Spreadsheet Report (covering JSC, EF, and SCTF)

Scope:

The Contractor shall prepare and submit an Asbestos Condition Assessment Spreadsheet containing site-wide information on one-half of all facilities containing asbestos at JSC, EF and SCTF each year for the purpose of complying with EPA NESHAP and TDSHS regulations. *The Contractor shall ensure that the Reports conform to the requirements of Section C.1.6.*

Format:

This exception report shall be in electronic format using Microsoft Word or current NASA JSC supported software.

Contents:

Information that should be included in the Asbestos Condition Assessment Spreadsheet report are the following: Date and time that each facility was inspected, location identified by building and room number and provide sufficient additional detail to allow cleanup, abatement or Facilities operations and maintenance personnel to locate Presumed Asbestos Containing Material (PACM) or ACM identified, estimate of approximate quantity of PACM or ACM (sqft., Inft. and/or cuft.), identify type of substrate material (e.g. vinyl floor tile, carpet tile, ceiling tile, ceiling or plenum SAI, pipe insulation, gasket material, transite, or other, as appropriate), OSHA class identification (I – IV), ranking/rating of the asbestos condition (contractor developed, for approval by the Asbestos Program Manager prior to implementation), inspector's name and applicable licenses (e.g. TDSHS, EPA).

Maintenance/ Frequency:

Submit within ten (10) work days of inspection completion.

Distribution:

Environmental COTR

Additional Requirements/Details:

Maintain the report data in a field sortable electronic spreadsheet (e.g. Excel or Access) or data base.

References (optional):

SOW C.12.1

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title Emergency Planning and Community Right-to-Know Act (EPCRA)	2. Current Version Date Per RFP	3. DRL Line Item No. EN-2-13	RFP/Contract No. (Procurement completes) NNJ06162825R
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4. Use (Define need for, intended use of, and/or anticipated results of data)

The reports and plans will be used to maintain compliance with EPCRA regulatory requirements.

5. DRD Category: (check one)	<input checked="" type="checkbox"/> Technical	<input type="checkbox"/> Administrative	<input type="checkbox"/> SR&QA
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6. References (Optional)

SOW Reference:
C.13 Emergency Planning and Community Right-to-Know Act (EPCRA)
C.1.6 Records and Reports

7. Interrelationships (e.g., with other DRDs) (Optional)

8. Preparation Information (Include complete instructions for document preparation)

Scope:

The Contractor shall develop, review, update, maintain and submit reports and submittals listed in C.13.3 of the SOW required for the purpose of complying with regulations governing EPCRA regulatory requirements.

Format:

The Contractor shall submit reports in electronic and hard copy format unless otherwise directed by the COTR or DRD.

Maintenance/ Frequency:

See the table in C.13.3 of the SOW for the individual report frequency and due date.

References:

SOW Section	Title	Existing Report, See TRL	New Report
C.13.1	JSC Tier II Hazardous Chemical Inventory Report and Emergency Planning Letter	X	
C.13.1	EF Tier II Hazardous Chemical Inventory Report and Emergency Planning Letter	X	
C.13.1	SCTF Tier II Hazardous Chemical Inventory Report and Emergency Planning Letter	X	
C.13.2	JSC TRI Threshold Determination Report	X	
C.13.2	EF TRI Threshold Determination Report	X	
C.13.2	SCTF TRI Threshold Determination Report	X	
C.13.2	EPFOL TRI Threshold Determination Report	X	
C.13.2	TRI Form R	X	

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title	2. Current Version Date	3. DRL Line	RFP/Contract No. (Procurement completes)
Wage/Salary and Fringe Benefit Data		AN-1-7	NNJ06162825R

4. USE (Define need for, intended use of, and/or anticipated results of data)

The Wage/Salary and Fringe Benefit Data will be used by the NASA Contracting Officer and the Contract Labor Relations Office to provide the necessary data for submittal of Standard Form (SF) 98, Notice of Intention to Make a Service Contract and Response to Notice, to the Department of Labor, and to assist in the monitoring of Service Contract Act compliance.

5. DRD Category: (check)	<input type="checkbox"/> Technical	<input checked="" type="checkbox"/> Administrative	<input type="checkbox"/> SR&QA
6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional) FAR 52.222-41		

8. Preparation Information (Include complete instructions for document preparation)

DISTRIBUTION: B__ /Contracting Officer
BA2/Contract Labor Relations Officer

INITIAL SUBMISSION: 30 Days following start of contract

SUBMISSION FREQUENCY: Annually, 90 days prior to the anniversary date of the contract.

DATA PREPARATION INFORMATION:

SCOPE: The Wage/Salary and Fringe Benefit Data must be submitted by the Contractor, and any subcontractors which are subject to the provisions of the Service Contract Act, to the Contracting Federal Agency. This requirement is in accordance with FAR regulations 22.1007 and 22.1008.

APPLICABLE DOCUMENTS: None

CONTENTS: The Wage/Salary and Fringe Benefit Data should contain the data included in the enclosed DRD forms, titled "Wage/Salary Rate Information", "Fringe Benefit for Service Employees", and "Fringe Benefits per Collective Bargaining Agreement". The Wage/Salary Rate Information shall contain a listing of all exempt and nonexempt labor classifications working on the contract. Separate forms should be utilized for classifications working in different geographic areas and for each subcontractor. Wage determination numbers, appropriation labor organization names, and subcontractor names, must be reflected. All nonexempt labor classifications must be matched to wage determination classes or to Collective Bargaining Agreement (CBA) classifications if union represented employees are working on the contract. Annotate exempt or nonexempt and union or nonunion. The current hourly rates should reflect the actual lowest and highest paid employees, along with a computed average rate. State the number of employees working in each category. Separate Fringe Benefit forms should be completed for nonrepresented classifications and for each separate CBA, if applicable. A separate form must be completed for the prime and each subcontractor. Three hardcopies and one electronic copy of each Collective Bargaining Agreement are required if organized labor is represented on your contract.

FORMAT: The Wage/Salary and Fringe Benefit Data should be in a format substantially the same as enclosed with this DRD. (Forms 2, 3, and 3A)

MAINTENANCE: Changes shall be incorporated as required by change page or complete reissue.

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Form 2

WORK SHEET FOR SF-98 DATA
WAGE RATE INFORMATION

CONTRACTORS LABOR	WAGE DETERMINATION	EXEMPT OF	UNION OR	CURRENT HOURLY	MYE NO OF
<u>CLASSIFICATION</u>	<u>CLASSIFICATION</u>	<u>NONEXEMP</u> I	<u>NONUNIO</u> N	<u>RATE</u>	<u>EMPLOYEES</u>
Illustration of required data:					
Project Manager	Not Required	E	N		
Supervisor	Not Required	E	N		
Electrical Engineer	Not Required	E	N		
Engineering Tech, Jr	Engineering Tech, I Electronics Tech Maint	N	N		
Electrical Technician	II	N	U		
Secretary	Secretary I	N	N		
File Clerk	General Clerk II	N	N		
Clerical Data Entry	Word Processor I	N	N		

Submit data in the above illustrated format for all labor classifications used, or planned to be used, on this contract. All contractor labor classifications must be matched to wage determination classes listed in CBA's represented classes or classes shown in WD 2005-2516 for nonrepresented classes.

CONTRACTORS LABOR	WAGE DETERMINATION	EXEMPT OF	UNION OR	CURRENT HOURLY	MYE NO OF
<u>CLASSIFICATION</u>	<u>CLASSIFICATION</u>	<u>NONEXEMP</u> I	<u>NONUNIO</u> N	<u>RATE</u>	<u>EMPLOYEES</u>

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

FORM 3
Page 2 of 2

3. Paid Absences:

Service Requirement

Days per Year

- a. Vacation
- b. Holiday
- c. Sick Leave
- d. Jury Leave
- e. Funeral Leave
- f. Military Leave
- g. Other (Describe)

4. Severance Pay: (Briefly describe terms and amounts.)

5. Other Fringe Benefits: (Describe any other fringe benefits not included above, and show average hourly cost.)

6. Premium Pay: (Discuss all premium pay provisions not previously shown on this form.)

Signature of Company Representative

Date

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

FORM 3A
Page 1 of 1

FRINGE BENEFITS FOR SERVICE EMPLOYEES

For Period from _____ to _____

Contractor: _____

Number of nonexempt employees on contract: _____

Total number of employees on contract: _____

1. Health and Welfare Items and Other Fringe Items:
(Indicate whether or not coverage is provided to employees and state current average hourly cost per service employee.)

<u>Item</u>	<u>Coverage Provided</u>	<u>Average Hourly Cost</u>
a. Life Insurance		
b. Accidental Death		
c. Disability		
d. Medical & Hospital		
e. Dental		
f. Retirement Plan		
g. Savings/Thrift Plan		
h. Sick Leave		
i. Tuition Reimbursement		
j. Other (Describe)		

2. Paid Absences

Service Requirement Days per Year

- | | |
|---------------------|--|
| a. Vacation | |
| b. Holidays | |
| c. Sick Leave | |
| d. Jury Leave | |
| e. Funeral Leave | |
| f. Military Leave | |
| g. Other (Describe) | |

Signature of Company Representative

Date

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title Information Technology Security Management Plans	2. Date of current version 05/22/2006	3. DRL Line Item No. AN-1-8	RFP/Contract No. (Procurement completes) NNJ06162825R
4. Use (Define need for, intended use of, and/or anticipated results of data) The contractor shall be responsible for Information Technology Security for all systems connected to a NASA network or operated by a NASA contractor. This plan will ensure contractor awareness and compliance with the NASA regulations.		5. DRD Category: (check one) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional) I.12 Security Requirements for Unclassified Technology Information Resources (NASA FAR Supplement 1852.204-76), SOW 3.0	7. Interrelationships (e.g., with other DRDs) (Optional)		
8. Preparation Information (Include complete instructions for document preparation)			

Scope: The contractor shall submit an IT security plan for their unclassified technology information resources. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of I/T resources that are developed, processed, or used under this contract. The Contractor's I/T security plan shall be compliant with the I/T security requirements in accordance with Federal and NASA policies as referenced in OMB Circular A-130 (Management of Federal Information Resources, NPR 2810.1 (Security of Information Technology), and NPR 1620.1 (Security Procedures and Guidelines).

Contents:

SECURITY PLAN(S)

The contractor shall have a line manager who is responsible for the contractor's systems in accordance with the definitions set forth in NPR 2810 and the JSC IT Security Manual JPR 2810. The security plan shall be kept up to date as changes to the baseline configuration of the system occur and shall be documented in the security plan.

TRAINING

Evidence must be presented that periodic I/T security awareness and training has been met for all on-site contractors via an Annual Security Refresher Briefing provided by NASA. Monthly reports should be compiled detailing the overall status of the annual training program. Annual training program is defined as the period from Oct. 1st through Sept. 30th.

INFORMATION ON EMPLOYEES IN SENSITIVE AIS POSITIONS/ASSIGNMENTS REPORT

The report on employees in sensitive IT positions/assignments shall provide information for personnel screening as required by the PIC02-04, NPR 2810, and NPR 1600.1 on position risk. This report should be compiled on a semi-annual basis.

A list of all lead system administrators must be updated annually and provided to the Government. This list will be used to ensure the contractor, as outlined in PIC03-16, has met the system administrator certification requirements.

Format – Electronic Format consistent with NPR 2810.

Submission:

- o Initial – 30 days after contract start
- o Approval - 60 days after contract start
- o Frequency - Annually

Distribution: COTR

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Maintenance: Revision shall be incorporate by change page or complete reissue.			
1. DRD Title Information Technology (IT) Capital Planning and Investment Control (CPIC)	2. Date of current version 5-6-2006	3. DRL Line Item No. AN-1-9	RFP/Contract No. (Procurement completes) NNJ06162825R
4. Use (Define need for, intended use of, and/or anticipated results of data) To document the contractor's compliance with Federal and NASA IT CPIC Planning and Reporting regulations and requirements		5. DRD Category: (check one) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional) <ul style="list-style-type: none"> For current IT CPIC planning requirements, the contractor shall refer to the IRD (JSC CIO) and CFO web sites. These requirements will contain NASA's implementation of the Office of Management and Budget's (OMB's) IT CPIC planning, budgeting, and reporting requirements. OMB Circulars A-130 and A-11 Executive Order 12845, Energy-efficient Microcomputers IT Management Reform Act of 1996 (the "Clinger-Cohen Bill") NASA Procurement Information Circular (PIC) 01-13 entitled "Electronic and Information Technology Accessibility" 		7. Interrelationships (e.g., with other DRDs) (Optional)	
8. Preparation Information (Include complete instructions for document preparation)			

Scope:

The contractor's IT CPIC document shall describe the contractor's IT CPIC process, which includes development and submittal of the IT Program Operating Plan (POP), Information Resources Management (IRM) Plans, IT Management Plan, IT Standards, 508 Compliance, and document the contractor's compliance with Federal and NASA IT planning and reporting regulations and requirements.

Contents:

IT CPIC Process document:

- Shall document the establishment of the contractor process for compliance with the IT CPIC requirements, the IT POP, NASA PIC 01-13, as well as all updates and/or replacements to those. The contractor shall coordinate with the JSC CIO office for the latest documented process and documents. The contractor's IT CPIC processes shall be presented to the Director/IRD (JSC CIO) for approval.
- Shall address the contractor's evaluation and selection of JSC IT Standards that will meet their requirements. The contractor should try to use a JSC standard or Organizational standard where possible. Requirements that cannot be met sufficiently by a JSC or organizational standard will require submitting a new IT Standard per the approved process.

IT POP:

- Shall comply with IT POP requirements as published on the JSC CFO web site.
- Shall contain IT investment data and budget formulation information

(Continue on a blank page if necessary)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

-
- Shall address IT security, contractor resource requirements, and IT system descriptions.

IRM FY Plans:

- Shall comply with IT fiscal year planning as published on the JSC CIO website. The Contractor shall coordinate with the JSC CIO Office for the latest process requirement changes.
- Shall contain IT investment data and budget formulation information for the "next" fiscal year.
- Shall address IT security, contractor resources requirements, and IT system descriptions

Contractor IT Standards:

- The contractor IT standards shall be submitted for Director/IRD (JSC CIO) approval, and when approved they will reside on the IRD (JSC CIO) web site and will be under IRD/JSC CIO configuration management.
- Any changes to the approved contractor standards must be accompanied by JSC form 1209, which identifies the standard to change, an updated table with the change, and the reason for the change.
- Current IT Standards are documented on the IRD (JSC CIO) web site.

Compliance with Section 508 of the Rehabilitation Act:

- Shall address Section 508 requirements compliance in accordance with NASA PIC 01-13 entitled "Electronic and Information Technology Accessibility" prior to the procurement of Electronic and Information Technology (EIT). Specifically, enclosures are included in the PIC, one or more of which must be provided when such procurements are executed. This applies to any EIT procurement covered by Section 508.
- Shall address how all EIT acquisitions were assessed for compliance with all the 508 Accessibility Standards if different from the flowchart in the PIC's enclosure 2, "EIT Market Research Template."

Note: The NASA CIO has provided one exception to this. Internal components such as RAM, hard drives, and specialized analog-to-digital cards are not subject to Section 508. As a result of this communication, the Section 508 supporting documentation is not required for this specific class of procurement.

- Acquisitions shall be accompanied with PIC enclosure 2, "EIT Market Research Template."

Format:

IT CPIC documentation shall be delivered in native format and be compatible with JSC standard software loads.

Maintenance/ Frequency:

Initial submittal due 60 days after contract start. Subsequent submittal shall be required only if there are significant changes in the process or if required by the Director/IRD (JSC CIO). IT POP and IRM FY Plans are submitted annually. IT Standards are submitted once, and updated if there are significant changes, new standards, or if required by the Director/IRD (JSC CIO). NASA PIC 01-13 enclosures shall be submitted with each procurement covered by Section 508. The Contractor shall review annually and incorporate changes as required by change page or complete reissue.

Distribution:

Per Contracting Officer's letter

(Continue on a blank page if necessary)

ATTACHMENT J-2

AWARD FEE EVALUATION PLAN

1.0 INTRODUCTION

In accordance with the provisions of NASA Award Fee Contracting Guide, FAR 16.405-2, and NFS 1816.405-270, an award fee evaluation procedure is hereby established for determination of award fee(s) payable under this contract. The payment of any award fee is contingent upon compliance with contractual requirements and performance to the degree specified in Appendix 1.

The Contractor's performance will be evaluated by the Government, in accordance with the procedures set forth below, at the expiration of each period specified in Appendix 2. The evaluation to be performed by the Government will be based on the Government's assessment of the Contractor's accomplishment of the various areas of work covered by the Statement of Work, in accordance with the criteria, weightings, procedures set forth below.

Performance determinations will be made at the end of each 6-month evaluation period as shown in Appendix 2.

2.0 ORGANIZATIONAL STRUCTURE

The following organizational structure is established for administering the award fee provisions of the contract.

- a. Fee Determination Official (FDO) - The FDO, a senior NASA official, will determine the award fee earned and payable for each evaluation period.
- b. Performance Evaluation Board (PEB) - A PEB, including a Chairman, will be appointed by the FDO. The Board will conduct an evaluation of the contractor's performance and submit a Performance Evaluation Report to the FDO covering the Board's findings and recommendations for each evaluation period.
- c. Performance Monitors - One or more monitors will be assigned to each performance area to be evaluated. The assignment will be made by the PEB Chairman. The performance monitors will monitor, evaluate, and assess contractor performance in assigned areas. The performance monitors will prepare a Performance Monitor Report for the PEB.

3.0 EVALUATION PROCEDURES

- a. A determination of the award fee earned for each evaluation period will be made by the FDO within 45 days after the end of the period. The method to be followed in monitoring, evaluation, and assessing contractor performance during the period, as well as for determining the award fee earned or paid, is described below.
- b. On a quarterly basis, monitors will evaluate and assess contractor performance, for the preceding quarter, and discuss the results, both orally and in writing, with contractor personnel. This performance assessment will discuss specific areas, if any, where contractor performance has excelled and where future contractor emphasis is necessary. The performance monitors will submit a six-month monitor report and make an oral presentation to the PEB at the end of each evaluation period.
- c. The PEB will consider the performance monitor report and other performance information it obtains. The PEB will summarize its findings and

ATTACHMENT J-2

recommendations in the Performance Evaluation Board Report. The report will include an adjective rating and recommended overall performance score with supporting documentation.

- d. The contractor may furnish a self-evaluation report within 10 calendar days after the expiration of each evaluation period to the Contracting Officer. The PEB will not submit its recommendation to the FDO until (1) the contractor's self-evaluation report has been received and considered, or (2) the contractor has provided written notification that a self-evaluation report will not be submitted, or (3) the 10-day period provided for submission of the report has expired.
- e. The contractor will be notified by the Contracting Officer of the PEB evaluation and recommended rating and score and will be provided a summary of the Performance Evaluation Board Report. The contractor may be required to submit a corrective action plan by the PEB. The contractor may provide additional information for consideration by the FDO by notifying the Contracting Officer. Any additional information must be provided to the Contracting Officer within 7 calendar days of contractor receipt of the PEB recommended rating and score. This additional contractor information will be provided to the FDO by the Contracting Officer through the PEB Chairman.
- f. The FDO will consider the recommendation of the PEB, information provided by the contractor, if any, and any other pertinent information in determining the amount of award fee for the period. The FDO's determination of the amount of award fee and the basis for this determination will be stated in a written Award Fee Determination.
- g. The Contracting Officer will issue a unilateral modification to recognize the award fee earned by the contractor in accordance with Appendix 1 which includes adjective ratings, as well as, a numerical scoring system from 0 - 100. Earned award fee dollars are calculated by applying the total numerical score to available dollars. Notwithstanding the preceding, the contractor will not earn award fee for any evaluation period when the performance score is "poor/unsatisfactory" (less than 61).

4.0 AWARD FEE EVALUATION CRITERIA AND WEIGHTING

- a. In evaluating the performance of the Contractor, the Government will evaluate major elements of Contractor performance including *Technical Performance, Management Performance, and Cost Performance*.
- b. The criteria for evaluation of Contractor performance for determination of award fee are defined below. The technical, management, and cost evaluation criteria will be considered independently to determine the degree of success the Contractor has demonstrated in arriving at well-balanced contract performance. The specific weightings may be changed unilaterally by the Government, who will give the Contractor written notice prior to the beginning of the applicable evaluation period.

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<u>Evaluation Criteria</u>	<u>Weight</u>
1. Technical Performance	50%
a. Quality and Quantity of Work	
b. Response and Schedules	
2. Management Performance	25%
a. Program Management	
b. Safety and Health Requirements	
3. Cost Performance	25%

Cost performance shall be evaluated on the basis of actual costs compared to the contract value. Cost will never be below 25%.

The Contractor will be evaluated in the Award fee periods 1 and 10 for Phase-In/Phase-Out services, if appropriate.

A zero award fee may be given to a major safety or environmental violation or for a major breach of security during the performance period (**see clause H.3**).

In order to earn any award fee, the Contractor must receive a numerical rating higher than 60. Appendix 1 hereto provides the performance level definition adjective ratings and corresponding numerical scores that will be used in evaluating performance. The numerical grade ranges corresponding to these adjective ratings, and their conversion to total percent of award fee earned are set forth in Appendix 3. Appendix 2 provides the distribution of the available maximum award fee for each evaluation period.

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Appendix 1

EVALUATION SCALE

ADJECTIVE RATING	RANGE OF POINTS	DESCRIPTION
Excellent	100 - 91	Of exceptional merit; exemplary performance in a timely, efficient and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.
Very Good	90 - 81	Very effective performance, fully responsive to contract requirements; contract requirements accomplished in a timely, efficient, and economical manner for the most part; only minor deficiencies.
Good	80 - 71	Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.
Satisfactory	70 - 61	Meets or slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.
Poor/ Unsatisfactory	Less than 61	Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas which adversely affect overall performance.

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Appendix 2

AWARD FEE EVALUATION PERIODS AND DISTRIBUTION

Period	Dates	Amount of Total Award Fee (AF) Available
1	12/18/07-06/17/08	\$96,815
2	06/18/08-12/17/08	\$96,815
3	12/18/08-06/17/09	\$92,182
4	06/18/09-12/17/09	\$92,182
	OPTION 1	
5	12/18/09-06/17/10	\$94,804
6	06/18/10-12/17/10	\$94,804
	OPTION 2	
7	12/18/10-06/17/11	\$97,431
8	06/18/11-12/17/11	\$97,431
	OPTION 3	
9	12/18/11-06/17/12	\$100,214
10	06/18/12-12/17/12	\$100,214

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**Appendix 3
AWARD FEE SCORE CONVERSION CHART**

POINTS	ADJECTIVE GRADE RANGE	% OF FEE
100		100.0
99		99.0
98		98.0
97		97.0
96		96.0
95	EXCELLENT	95.0
94		94.0
93		93.0
92		92.0
91		91.0
90		90.0
89		89.0
88		88.0
87		87.0
86	VERY GOOD	86.0
85		85.0
84		84.0
83		83.0
82		82.0
81		81.0
80		80.0
79		79.0
78		78.0
77		77.0
76		76.0
75	GOOD	75.0
74		74.0
73		73.0
72		72.0
71		71.0
70		70.0
69		69.0
68		68.0
67		67.0
66		66.0
65	SATISFACTORY	65.0
64		64.0
63		63.0
62		62.0
61		61.0
60 OR BELOW	UNSATISFACTORY	0

ICN	ITEM NAME	MFG	MODEL NUMBER	SERIAL NUMBER	CUST ACCT NO	USER NO	COST	BLDG	ROOM	ACQUIRE DATE
2148227	Combustion Analyzer (NO x, CO, SO2, O2, CO2,CO)	TESTO GMBH & CO	0563-0355	11074751507	JE	22304	\$10,195	JS-45	734	9/1/2006
2147888	Bin, Metal, 30CU YD	COOPER ENVIROMENTAL	NONE	NONE	JP	DC6635	\$11,250	JS-383	LAYDN	10/31/2005
TBD	Bin, Metal Rolloff, 20cu yd w/ liquid tight clsd top	Dragon Products Manufacturing	NONE	NONE	JE	TBD	\$6,439	JS-383	Yard	9/29/1995
TBD	Bin, Metal Rolloff, 20cu yd w/ liquid tight clsd top	Dragon Products Manufacturing	NONE	NONE	JE	TBD	\$6,439	JS-383	Yard	9/29/1995
na	Stormwater Automatic Stream Sampler	Global Water	SS101	NONE	JE	TBD	\$1,500	EF-Rd	na	9/30/2006
na	Stormwater Automatic Stream Sampler	Global Water	SSf01	NONE	JE	TBD	\$1,500	JS-383	na	9/30/2006
1651860	Two-Way Portable Radio (Sensitive)	Motorola	XTS 3000 Model I	1651860	JE	TBD	\$3,475	JS-330	na	na
na	Emergency Response Team Audio Pager	Motorola	Minitor IV	136WEY22FV	JE	TBD	\$580	JS-330	na	na

EXHIBIT B-1

Note: This is an opportunity to speak to the customer to help use the 533:

Disclosures

Any ground rules/clarifications

Accounting Period Schedule for Next 12 Months

Definitions / Generic Calculations for Each Element of Cost Used in 533 (ex. Hours, ODCost, OH, G&A, etc.)

Methodology for estimates

Prior Period Adjustments Made During Current Period

ETC.

	<u># weeks</u>	<u>Oper Day</u>	<u>Begin</u>	<u>End</u>
Jan	4	20	1-Jan-08	27-Jan-08
Feb	x	xx	xx/xx/xx	xx/xx/xx
Mar	x	xx	xx/xx/xx	xx/xx/xx
April	x	xx	xx/xx/xx	xx/xx/xx
May	x	xx	xx/xx/xx	xx/xx/xx
June	x	xx	xx/xx/xx	xx/xx/xx
July	x	xx	xx/xx/xx	xx/xx/xx
August	x	xx	xx/xx/xx	xx/xx/xx
September	x	xx	xx/xx/xx	xx/xx/xx
October	x	xx	xx/xx/xx	xx/xx/xx
November	x	xx	xx/xx/xx	xx/xx/xx
December	x	xx	xx/xx/xx	xx/xx/xx

DEFINITIONS PER CORPORATE SYSTEM:	
--	--

OPD:

EQUIVALENT PERSONS (EP):

LABOR HOURS:

Total Straight Time (ST) Hours:

Total Overtime Hours:

Total Labor Hours:

STRAIGHT TIME HOURS:

OVERTIME HOURS:

TOTAL DIRECT HOURS:

Subcontractor (Subc) ST Hours:

Subcontractor (Subc) Overtime Hours:

Paid Leave Hours:

LABOR COST:

SUBCONTRACTS (Major):

OTHER DIRECT COST:

Materials:

Subcontracts (Minor):

Other Direct Cost:

OVERHEAD (Indirect Cost):

TOTAL COST INPUT:

G&A:

Subtotal Cost:

FEE:

Total:

Unfilled Orders Pending:

Unique Monthly Notes:

Cost Adjustments, etc.

EXHIBIT B-2a: TOTAL PROGRAM SUMMARY by ELEMENT OF COST

533M - TOTAL PROGRAM SUMMARY						MONTHLY FINANCIAL MANAGEMENT REPORT SUMMARY: CONTRACT PERIOD x/xx-x/xx						2. REPORT FOR MONTH ENDING AND NUMBER OF OPERATING DAYS Close Date: xx/xx/xx xx-xx xx OPD			
TO: NASA JSC ATTN: CONTRACTING OFFICER						FROM: CONTRACTOR X						3. CONTRACT VALUE			
						a. COST xxxxxxxxxxxx			b. FEE xxxxxxxxxxxx						
1. DESCRIPTION OF CONTRACT		a. TYPE		b. CONTRACT NO. AND LATEST DEFINITIZED AMENDMENT NO. NAS x-xxxxx Mod xxx xx/xx/2008						4. FUND LIMITATION (CR Non-IDIQ) xxxxxxxxxxxx					
		c. SCOPE OF WORK NAME OF CONTRACT		d. AUTH. CONTR. REP (Signature) DATE PROGRAM MANAGER						5. BILLING					
										a. INVOICE AMOUNTS BILLED (CR#) CR Only xxxxxxxxxxxx Invoice #xx (thru xx/xx/xx)		b. TTL PYTS REC'D xxxxxxxxxxxx Invoice #xx			
6. HOURS/COST ELEMENT		7. BASELINE PLAN / ACTUAL COST/HOURS					8. ESTIMATED COST/HOURS					9. ESTIMATED FINAL COST/HOURS			
		MONTHLY BASELINE (xxx 20xx)	MONTHLY ACTUAL (xxx 20xx)	CUMULATIVE BASELINE (CONTRACT)	CUMULATIVE ACTUAL (CONTRACT)	CUMULATIVE ACTUAL (GFY)	Next Mo. ESTIMATE (xxx 20xx)	2 Mo. Out ESTIMATE (xxx 20xx)	3 Mo. Out ESTIMATE (xxx 20xx)	BALANCE OF CONTRACT ETC	GFY EAC (SEP 20xx)	TL CONTRACT EAC (xxx 20xx)	TL CONTRACT VALUE (xxx 20xx)	EAC Delta	
# Oper Days >		xx	xx				xx	xx	xx						
TOTAL STRAIGHT TIME HOURS															
TOTAL OVERTIME HOURS															
<u>Voluntary OT hours</u>															
TOTAL HOURS															
WORK YEAR EQUIV (WYEs)															
DIRECT STRAIGHT TIME HOURS															
DIRECT OVERTIME HOURS															
DIRECT TOTAL															
<u>LABOR COST</u>															
Straight Time															
Overtime															
SUBC ST HOURS															
SUBC OT HOURS															
<u>PAID LEAVE HOURS</u>															
TOTAL OTHER HOURS															
SUBCONTRACTS COST															
OTHER DIRECT COST															
Material															
Subcontracts (Minor)															
<u>Other Direct</u>															
ISW Transporter															
ISW TSDR															
Env Training Services															
Travel															
Other															
<u>OVERHEAD</u>															
Overhead															
Fringe															
TOTAL DIRECT COST															
G&A xx%															
SUBTOTAL COST															
FEE xx%															
SUBTOTAL COST w/o IDIQ															
IDIQ															
SUBTOTAL COST w/IDIQ															
Phase in															

EXHIBIT B-2b: C.2 ENV MGMT & COMPLIANCE ASSUR (BY ELEMENT OF COST)

533M - TOTAL PROGRAM SUMMARY					MONTHLY FINANCIAL MANAGEMENT REPORT SUMMARY: CONTRACT PERIOD <i>xx/xx-xx/xx</i>					2. REPORT FOR MONTH ENDING AND NUMBER OF OPERATING DAYS Close Date: <i>xx/xx/xx</i> <i>xx-xx</i> <i>xx OPD</i>				
TO: NASA JSC ATTN: CONTRACTING OFFICER					FROM: CONTRACTOR X					3. CONTRACT VALUE				
					a. COST <i>xxxxxxxxxxxx</i>					b. FEE <i>xxxxxxxxxxxx</i>				
1. DESCRIPTION OF CONTRACT		a. TYPE			b. CONTRACT NO. AND LATEST DEFINITIZED AMENDMENT NO. NAS <i>x-xxxxx</i> Mod <i>xxx xx/xx/2008</i>					4. FUND LIMITATION (CR Non-IDIQ) <i>xxxxxxxxxxxx</i>				
		c. SCOPE OF WORK NAME OF CONTRACT			d. AUTH. CONTR. REP (Signature) DATE PROGRAM MANAGER					5. BILLING				
										a. INVOICE AMOUNTS BILLED (CRNI) CR Only <i>xxxxxxxxxxxx</i> Invoice # <i>xx</i> (thru <i>xx/xx/xx</i>)		b. TTL PYTS REC'D <i>xxxxxxxxxxxx</i> Invoice # <i>xx</i>		
6. HOURS/COST ELEMENT		7. BASELINE PLAN / ACTUAL COST/HOURS					8. ESTIMATED COST/HOURS					9. ESTIMATED FINAL COST/HOURS		
		MONTHLY BASELINE (<i>xxx 20xx</i>)	MONTHLY ACTUAL (<i>xxx 20xx</i>)	CUMULATIVE BASELINE (CONTRACT)	CUMULATIVE ACTUAL (CONTRACT)	CUMULATIVE ACTUAL (GFY)	Next Mo. ESTIMATE (<i>xxx 20xx</i>)	2 Mo. Out ESTIMATE (<i>xxx 20xx</i>)	3 Mo. Out ESTIMATE (<i>xxx 20xx</i>)	BALANCE OF CONTRACT ETC	GFY EAC (SEP 20 <i>xx</i>)	TL CONTRACT EAC (<i>xxx 20xx</i>)	TL CONTRACT VALUE (<i>xxx 20xx</i>)	EAC Delta
# Oper Days >		<i>xx</i>	<i>xx</i>			<i>xx</i>	<i>xx</i>	<i>xx</i>						
TOTAL STRAIGHT TIME HOURS														
TOTAL OVERTIME HOURS														
<i>Voluntary OT hours</i>														
TOTAL HOURS														
WORK YEAR EQUIV (WYE)														
DIRECT STRAIGHT TIME HOURS														
DIRECT OVERTIME HOURS														
DIRECT TOTAL														
LABOR COST														
Straight Time														
Overtime														
SUBC ST HOURS														
SUBC OT HOURS														
PAID LEAVE HOURS														
TOTAL OTHER HOURS														
SUBCONTRACTS COST														
OTHER DIRECT COST														
Material														
Subcontracts (Minor)														
Other Direct														
ISW Transporter														
ISW TSDR														
Env Training Services														
Travel														
Other														
OVERHEAD														
Overhead														
Fringe														
TOTAL DIRECT COST														
G&A <i>xx%</i>														
SUBTOTAL COST														
FEE <i>xx%</i>														
SUBTOTAL COST w/o IDIQ														
IDIQ														
SUBTOTAL COST w/IDIQ														
Phase In														

EXHIBIT B-2c: C.8 PROG/PROJ REV & CONST RPT (BY ELEMENT OF COST)

533M - TOTAL PROGRAM SUMMARY		MONTHLY FINANCIAL MANAGEMENT REPORT SUMMARY: CONTRACT PERIOD x/xx-x/xx					2. REPORT FOR MONTH ENDING AND NUMBER OF OPERATING DAYS Close Date: xx/xx/xx xx-xx xx OPD						
TO: NASA JSC ATTN: CONTRACTING OFFICER		FROM: CONTRACTOR X					3. CONTRACT VALUE						
1. DESCRIPTION		a. TYPE			b. CONTRACT NO. AND LATEST DEFINITIZED AMENDMENT NO. NAS x-xxxxx Mod xxx xx/xx/2008		4. FUND LIMITATION (CR Non-IDIQ) xxxxxxxxxx						
OF CONTRACT		c. SCOPE OF WORK NAME OF CONTRACT			d. AUTH. CONTR. REP (Signature) DATE		5. BILLING						
		PROGRAM MANAGER					a. INVOICE AMOUNTS BILLED (CRNI) CR Only xxxxxxxxxxxx Invoice #xx (thru xx/xx/xx)		b. TTL PYTS REC'D xxxxxxxxxxxxxxxx Invoice #xx				
6. HOURS/COST ELEMENT		7. BASELINE PLAN / ACTUAL COST/HOURS					8. ESTIMATED COST/HOURS					9. ESTIMATED FINAL COST/HOURS	
		MONTHLY BASELINE (xxx 20xx)	MONTHLY ACTUAL (xxx 20xx)	CUMULATIVE BASELINE (CONTRACT)	CUMULATIVE ACTUAL (CONTRACT)	CUMULATIVE ACTUAL (GFY)	Next Mo. ESTIMATE (xxx 20xx)	2 Mo. Out ESTIMATE (xxx 20xx)	3 Mo. Out ESTIMATE (xxx 20xx)	BALANCE OF CONTRACT ETC	GFY EAC (SEP 20xx)	TL CONTRACT EAC (xxx 20xx)	TL CONTRACT VALUE (xxx 20xx)
# Oper Days >		xx	xx				xx	xx	xx				
TOTAL STRAIGHT TIME HOURS													
TOTAL OVERTIME HOURS													
<i>Voluntary OT hours</i>													
TOTAL HOURS													
WORK YEAR EQUIV (WYEe)													
DIRECT STRAIGHT TIME HOURS													
DIRECT OVERTIME HOURS													
DIRECT TOTAL													
LABOR COST													
Straight Time													
Overtime													
SUBC ST HOURS													
SUBC OT HOURS													
PAID LEAVE HOURS													
TOTAL OTHER HOURS													
SUBCONTRACTS COST													
OTHER DIRECT COST													
Material													
Subcontracts (Minor)													
Other Direct													
ISW Transporter													
ISW TSDR													
Env Training Services													
Travel													
Other													
OVERHEAD													
Overhead													
Fringe													
TOTAL DIRECT COST													
G&A xx%													
SUBTOTAL COST													
FEE xx%													
SUBTOTAL COST w/o IDIQ													
IDIQ													
SUBTOTAL COST w/IDIQ													
Phase In													

EXHIBIT B-2d CNTD: BALANCE: C.1, C.3-7, C.9-14 (BY ELEMENT OF COST)

633M - TOTAL PROGRAM SUMMARY				MONTHLY FINANCIAL MANAGEMENT REPORT SUMMARY: CONTRACT PERIOD x/xx-x/xx						2. REPORT FOR MONTH ENDING AND NUMBER OF OPERATING DAYS Close Date: xx/xx/xx xx-xx xx OPD				
TO: NASA JSC ATTN: CONTRACTING OFFICER			FROM: CONTRACTOR X			3. CONTRACT VALUE				a. COST xxxxxxxxxxxx		b. FEE xxxxxxxxxxxx		
1. DESCRIPTION OF CONTRACT		a. TYPE		b. CONTRACT NO. AND LATEST DEFINITIZED AMENDMENT NO. NAS x-xxxxx Mod xxx x/xx/2008				4. FUND LIMITATION (CR Non-IDIQ) xxxxxxxxxxxx						
		c. SCOPE OF WORK NAME OF CONTRACT		d. AUTH. CONTR. REP (Signature) DATE PROGRAM MANAGER				5. BILLING a. INVOICE AMOUNTS BILLED (CRNI) b. TTL PYTS REC'D CR Only xxxxxxxxxxxx xxxxxxxxxxxx Invoice #xx (thru xx/xx/xx) Invoice #xx						
6. HOURS/COST ELEMENT		7. BASELINE PLAN / ACTUAL COST/HOURS					8. ESTIMATED COST/HOURS					9. ESTIMATED FINAL COST/HOURS		
		MONTHLY BASELINE (xxx 20xx)	MONTHLY ACTUAL (xxx 20xx)	CUMULATIVE BASELINE (CONTRACT)	CUMULATIVE ACTUAL (CONTRACT)	CUMULATIVE ACTUAL (GFY)	Next Mo. ESTIMATE (xxx 20xx)	2 Mo. Out ESTIMATE (xxx 20xx)	3 Mo. Out ESTIMATE (xxx 20xx)	BALANCE OF CONTRACT ETC	GFY EAC (SEP 20xx)	TL CONTRACT EAC (xxx 20xx)	TL CONTRACT VALUE (xxx 20xx)	EAC Delta
# Oper Days >		xx	xx				xx	xx	xx					
TOTAL STRAIGHT TIME HOURS														
TOTAL OVERTIME HOURS														
<i>Voluntary OT hours</i>														
TOTAL HOURS														
WORK YEAR EQUIV (WYE _a)														
DIRECT STRAIGHT TIME HOURS														
DIRECT OVERTIME HOURS														
DIRECT TOTAL														
LABOR COST														
Straight Time														
Overtime														
SUBC ST HOURS														
SUBC OT HOURS														
PAID LEAVE HOURS														
TOTAL OTHER HOURS														
SUBCONTRACTS COST														
OTHER DIRECT COST														
Material														
Subcontracts (Minor)														
Other Direct														
ISW Transporter														
ISW TSDR														
Env Training Services														
Travel														
Other														
OVERHEAD														
Overhead														
Fringe														
TOTAL DIRECT COST														
G&A xx%														
SUBTOTAL COST														
FEE xx%														
SUBTOTAL COST w/o IDIQ														
IDIQ														
SUBTOTAL COST w/IDIQ														
Phase In														

EXHIBIT B-3a: TOTAL PROGRAM WBS SUMMARY

5. BILLING		6. HOURS/COST ELEMENT		8. ESTIMATED COST/HOURS										9. ESTIMATED FINAL COST/HOURS		
a. INVOICE AMOUNTS BILLED (CRN1) CR Only	b. TTL PYTS REC'D XXXXXXXXXXXX Invoice #xx (thru xx/xx/xx) Invoice #xx	MONTHLY BASELINE (xxx 20xx)	MONTHLY ACTUAL (xxx 20xx)	CUMULATIVE BASELINE (CONTRACT)	CUMULATIVE ACTUAL (CONTRACT)	CUMULATIVE ACTUAL (GFY)	Next Mo. ESTIMATE (xxx 20xx)	2 Mo. Out ESTIMATE (xxx 20xx)	3 Mo. Out ESTIMATE (xxx 20xx)	BALANCE OF CONTRACT ETC	GFY EAC (SEP 20xx)	TL CONTRACT EAC (xxx 20xx)	TL CONTRACT VALUE (xxx 20xx)	TL CONTRACT EAC DELTA		
		# Oper Days >	xx	xx			xx	xx	xx							
C.1		TOTAL DIRECT HOURS														
Introduction		TOTAL COST (W/ FEE)														
		WORK YEAR EQUIV (WYEa)														
C.2		TOTAL DIRECT HOURS														
Env Mgmt and Comp A		TOTAL COST (W/ FEE)														
		WORK YEAR EQUIV (WYEa)														
C.3		TOTAL DIRECT HOURS														
Water Poll Cmt/Prev		TOTAL COST (W/ FEE)														
		WORK YEAR EQUIV (WYEa)														
C.4		TOTAL DIRECT HOURS														
Air Quality		TOTAL COST (W/ FEE)														
		WORK YEAR EQUIV (WYEa)														
C.5		TOTAL DIRECT HOURS														
Indust Solid Waste Mgmt		TOTAL COST (W/ FEE)														
		WORK YEAR EQUIV (WYEa)														
C.6		TOTAL DIRECT HOURS														
Emer Spill / Res Response		TOTAL COST (W/ FEE)														
		WORK YEAR EQUIV (WYEa)														
C.7		TOTAL DIRECT HOURS														
Petro Storage Tank Prog		TOTAL COST (W/ FEE)														
		WORK YEAR EQUIV (WYEa)														
C.8		TOTAL DIRECT HOURS														
Prog/Proj Review & CS		TOTAL COST (W/ FEE)														
		WORK YEAR EQUIV (WYEa)														
C.9		TOTAL DIRECT HOURS														
Poll Prev & Sustainability		TOTAL COST (W/ FEE)														
		WORK YEAR EQUIV (WYEa)														
C.10		TOTAL DIRECT HOURS														
Recy & MSW Program		TOTAL COST (W/ FEE)														
		WORK YEAR EQUIV (WYEa)														
C.11		TOTAL DIRECT HOURS														
Affirmative Proc Prog		TOTAL COST (W/ FEE)														
		WORK YEAR EQUIV (WYEa)														
C.12		TOTAL DIRECT HOURS														
Asbestos Program		TOTAL COST (W/ FEE)														
		WORK YEAR EQUIV (WYEa)														
C.13		TOTAL DIRECT HOURS														
EPCRA		TOTAL COST (W/ FEE)														
		WORK YEAR EQUIV (WYEa)														
C.1-13		TOTAL DIRECT HOURS														
Subtotal		TOTAL COST (W/ FEE)														
		WORK YEAR EQUIV (WYEa)														
C.14		TOTAL DIRECT HOURS														
IDIQ		TOTAL COST (W/ FEE)														
		WORK YEAR EQUIV (WYEa)														
TOTAL DIRECT HOURS																
TOTAL COST (W/ FEE)																
TOTAL WORK YEAR EQUIVALENTS (WYEa)																

EXHIBIT B-3b: SUMMARY by CLIN

6. HOURS/COST ELEMENT						8. ESTIMATED COST/HOURS						9. ESTIMATED FINAL COST/HOURS			10. UNFILLED OUTSTANDING (if requested)
# Oper Days >	MONTHLY BASELINE (xxx 20xx)	MONTHLY ACTUAL (xxx 20xx)	CUMULATIVE BASELINE (CONTRACT)	CUMULATIVE ACTUAL (CONTRACT)	CUMULATIVE ACTUAL (GFY)	Next Mo. ESTIMATE (xxx 20xx)	2 Mo. Out ESTIMATE (xxx 20xx)	3 Mo. Out ESTIMATE (xxx 20xx)	BALANCE OF CONTRACT ETC	GFY EAC (SEP 20xx)	TL CONTRACT EAC (xxx 20xx)	TL CONTRACT VALUE (xxx 20xx)	TL CONTRACT EAC DELTA		
	xx	xx				xx	xx	xx							
2. REPORT FOR MONTH ENDING AND NUMBER OF OPERATING DAYS															
Close Date: xx/xx/xx xx-xx xx OPD															
3. CONTRACT VALUE															
a. COST 0 b. FEE xxxxxxxxxx xxxxxxxxxx															
4. FUND LIMITATION (CR Non-DIQ)															
xxxxxxx															
5. BILLING															
a. INVOICE AMOUNTS BILLED (CRNI) b. TTL PYTS REC'D															
CR Only xxxxxxxxxx xxxxxxxxxx															
Invoice #xx (thru xx/xx/xx) Invoice #xx															
1. DESCRIPTION															
a. TYPE b. CONTRACT NO. AND LATEST DEFINITIZED AMENDMENT NO															
OF CONTRACT NAS x-xxxxx Mod xxx xx/xx/2005															
c. SCOPE OF WORK NAME OF CONTRACT d. AUTH. CONTR. REP (Signature) DATE															
PROGRAM MANAGER															
633M - TOTAL PROGRAM SUMMARY															
MONTHLY FINANCIAL MANAGEMENT REPORT															
SUMMARY: CONTRACT PERIOD x/xx-x/xx															
TO: NASA JSC															
ATTN: CONTRACTING OFFICER															
FROM: CONTRACTOR X															

EXHIBIT C.1 SUBCONTRACTOR SUMMARY SHEET

*Note: On this contract, the subcontractor may or may not need to produce a 533.
Either way, but especially if there is no subk 533 review,
this is a way to communicate the following to the Gvmt at the monthly budget reviews:*

KEY POINTS / HIGHLIGHTS

VARIANCE ANALYSIS

THREATS

ISSUES

ETC.

EXHIBIT C-2, Variance Analysis (show variance only)

Threshold: 10%, and/or \$ (TBD)

I. By Element of Cost <i>Baseline vs. Actual</i>	Current Month xx/xx/2007	Percent Variance - Underrun + Overrun	Gov't Fiscal Yr To Date Oct xx thru Current Mo.	Percent Variance - Underrun + Overrun	Contract To Date xx 2007 thru Current Mo.	Percent Variance - Underrun + Overrun	Cause	Corrective Action
TOTAL STRAIGHT TIME HOURS								
TOTAL OVERTIME HOURS								
TOTAL HOURS								
DIRECT STRAIGHT TIME HOURS								
DIRECT OVERTIME HOURS								
DIRECT TOTAL								
SUBC ST HOURS								
SUBC OT HOURS								
PAID LEAVE HOURS								
TOTAL OTHER HOURS								
LABOR COST								
STRAIGHT TIME								
OVERTIME								
SUBCONTRACTS MAJOR								
OTHER DIRECT COST								
MATERIAL								
SUBCONTRACTS (MINOR)								
OTHER DIRECT								
OVERHEAD								
TOTAL DIRECT COST								
G&A								
TOTAL COST W/O FEE								
TOTAL COST W/FEE								

II. By WBS

Total WBS C.1								
Total WBS C.2								
Total WBS C.3								
Total WBS C.4								
Total WBS C.5								
Total WBS C.6								
Total WBS C.7								
Total WBS C.8								
Total WBS C.9								
Total WBS C.10								
Total WBS C.11								
Total WBS C.12								
Total WBS C.13								
Total WBS C.14								

EXHIBIT C-3 Estimate at Complete (EAC) Change Summary from 1 Month to Next

EAC	GFY	GFY	TI Contract	TI Contract	EXPLANATION of DRIVERS (threshold TBD)
	<u>Jul 2008</u>	<u>Aug 2008</u>	<u>Jul 2008</u>	<u>Aug 2008</u>	
Total					
\$ Change					
% Change					
<i>By WBS only if EAC changed by >53% GFY or TI Contract</i>					
C.1					
\$ Change					
% Change					
C.2					
\$ Change					
% Change					
C.3					
\$ Change					
% Change					
C.4					
\$ Change					
% Change					
C.5					
\$ Change					
% Change					
C.6					
\$ Change					
% Change					
C.7					
\$ Change					
% Change					
C.8					
\$ Change					
% Change					
C.9					
\$ Change					
% Change					
C.5					
\$ Change					
% Change					
C.10					
\$ Change					
% Change					
C.11					
\$ Change					
% Change					
C.12					
\$ Change					
% Change					
C.13					
\$ Change					
% Change					

EXHIBIT C-4: WBS Level Current Month Actual Cost vs. Estimate From Previous Month's 533

	Curr Mo.	Prev Mo.	Curr Mo.	Curr Mo.		
	Jun-08	Jun-08	\$ Variance	% Variance	Variance Explanation (if >10%)	Corrective Action
	Actual	Estimate				
WBS C.1						
WBS C.2						
WBS C.3						
WBS C.4						
WBS C.5						
WBS C.6						
WBS C.7						
WBS C.8						
WBS C.9						
WBS C.10						
WBS C.11						
WBS C.12						
WBS C.13						
WBS C.14						

EXHIBIT C-5: Threats (not in EAC)

Note: Less likely to happen than not, but want to keep on radar screen

	Description	\$ ROM	% Likelihood	(=b x c) \$ Prob Threat	Starting
WBS C.1	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$100,000	25%	\$25,000	8/2008
WBS C.2	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$15,000	40%	\$6,000	5/2008
WBS C.3	n/a				
WBS C.4	n/a				
WBS C.5	n/a				
WBS C.6	n/a				
WBS C.7	n/a				
WBS C.8	n/a				
WBS C.9	n/a				
WBS C.10	n/a				
WBS C.11	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$200,000	20%	\$40,000	TBD
WBS C.12	n/a				
WBS C.13	n/a				
TOTAL		\$315,000		\$71,000	

EXHIBIT D3: MITATION OF FUNDS

Actual cost data th. xxx

ANNEX 1-13

CONTRACT FUNDING INFORMATION	ACTUAL COST TO DATE	VALUE (Per Mod Trk)	% EXP VALUE	FUNDED (Per Mod Trk)	% EXP FUNDED	ESTIMATED NEXT 2 MO	ACTUAL PLUS 2 MO	% EXP VALUE	% EXP FUNDED	CAC FUNDS
COST/PRICE										
AWARD FEE (CR ONLY)										
TOTAL										

IDIQ (Annex 14):

CONTRACT FUNDING INFORMATION										
COST/PRICE										
AWARD FEE (CR ONLY)										
TOTAL										

TOTAL CONTRACT:

CONTRACT FUNDING INFORMATION										
COST/PRICE										
AWARD FEE (CR ONLY)										
TOTAL										

EXHIBIT D4: RECONCILIATION OF CHANGES REPORT DATE: Date

CONTRACT NUMBER:

ORIGINAL CONTRACT VALUE

PHASE IN

ORIGINAL CONTRACT VALUE (WBS 1-13)

IDIQ Section C.14

BASE2 Yr

OPTION 1

OPTION 2

OPTION 3

TTL CV

SUPPLEMENTAL AGREEMENTS

PHASE IN Prior Month Total Mod xxx

Adjustments

- 1
- 2
- 3
- 4
- 5

New Scope Adjustments

- x
- x
- x

SUBTOTAL:

PRESENT CONTRACT VALUE

CHANGES AUTHORIZED BUT NOT FINALIZED

Task Orders

ATTACHMENT J-6

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

U.S. DEPARTMENT OF LABOR
EMPLOYMENT

STANDARDS ADMINISTRATION

WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

By direction of the Secretary of Labor

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2516

Revision No.: 3

Date of Last Revision: 12/06/2006

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston,
Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery,
San Jacinto, Trinity, Walker, Waller, Washington, Wharton

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

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	12.52
01012 - Accounting Clerk II	14.06
01013 - Accounting Clerk III	15.73
01020 - Administrative Assistant	22.76
01040 - Court Reporter	18.01
01051 - Data Entry Operator I	11.36
01052 - Data Entry Operator II	14.32
01060 - Dispatcher, Motor Vehicle	15.40
01070 - Document Preparation Clerk	12.98
01090 - Duplicating Machine Operator	12.98
01111 - General Clerk I	10.80
01112 - General Clerk II	12.97
01113 - General Clerk III	14.88
01120 - Housing Referral Assistant	20.55
01141 - Messenger Courier	10.86
01191 - Order Clerk I	13.36
01192 - Order Clerk II	15.24
01261 - Personnel Assistant (Employment) I	13.79
01262 - Personnel Assistant (Employment) II	16.50
01263 - Personnel Assistant (Employment) III	17.63
01270 - Production Control Clerk	18.50
01280 - Receptionist	10.93
01290 - Rental Clerk	14.34
01300 - Scheduler, Maintenance	15.92
01311 - Secretary I	15.92
01312 - Secretary II	17.73

ATTACHMENT J-6

01313 - Secretary III	20.55
01320 - Service Order Dispatcher	14.63
01410 - Supply Technician	22.76
01420 - Survey Worker	15.53
01531 - Travel Clerk I	12.30
01532 - Travel Clerk II	13.36
01533 - Travel Clerk III	14.18
01611 - Word Processor I	11.45
01612 - Word Processor II	14.09
01613 - Word Processor III	16.27
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.80
05010 - Automotive Electrician	22.66
05040 - Automotive Glass Installer	21.68
05070 - Automotive Worker	20.91
05110 - Mobile Equipment Servicer	19.27
05130 - Motor Equipment Metal Mechanic	24.53
05160 - Motor Equipment Metal Worker	20.91
05190 - Motor Vehicle Mechanic	24.53
05220 - Motor Vehicle Mechanic Helper	18.48
05250 - Motor Vehicle Upholstery Worker	19.84
05280 - Motor Vehicle Wrecker	20.91
05310 - Painter, Automotive	22.66
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.17
07000 - Food Preparation and Service Occupations	
07010 - Baker	10.04
07041 - Cook I	9.17
07042 - Cook II	9.89
07070 - Dishwasher	8.11
07130 - Food Service Worker	8.41
07210 - Meat Cutter	12.36
07260 - Waiter/Waitress	7.97
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	11.74
09080 - Furniture Refinisher	16.09
09090 - Furniture Refinisher Helper	13.74
09110 - Furniture Repairer, Minor	15.29
09130 - Upholsterer	16.65
11000 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.12
11060 - Elevator Operator	7.71
11090 - Gardener	13.35
11122 - Housekeeping Aide	7.71
11150 - Janitor	8.17

ATTACHMENT J-6

11210 - Laborer, Grounds Maintenance	10.63
11240 - Maid or Houseman	7.27
11260 - Pruner	8.17
11270 - Tractor Operator	12.47
11330 - Trail Maintenance Worker	10.63
11360 - Window Cleaner	8.92
12000 - Health Occupations	
12010 - Ambulance Driver	12.93
12011 - Breath Alcohol Technician	14.22
12012 - Certified Occupational Therapist Assistant	19.58
12015 - Certified Physical Therapist Assistant	20.24
12020 - Dental Assistant	14.22
12025 - Dental Hygienist	31.09
12030 - EKG Technician	23.12
12035 - Electroneurodiagnostic Technologist	23.12
12040 - Emergency Medical Technician	14.22
12071 - Licensed Practical Nurse I	15.57
12072 - Licensed Practical Nurse II	17.47
12073 - Licensed Practical Nurse III	18.81
12100 - Medical Assistant	12.40
12130 - Medical Laboratory Technician	13.94
12160 - Medical Record Clerk	13.21
12190 - Medical Record Technician	16.02
12195 - Medical Transcriptionist	14.44
12210 - Nuclear Medicine Technologist	28.64
12221 - Nursing Assistant I	7.08
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.62
12224 - Nursing Assistant IV	12.40
12235 - Optical Dispenser	15.26
12236 - Optical Technician	13.64
12250 - Pharmacy Technician	14.41
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	22.89
12311 - Registered Nurse I	24.51
12312 - Registered Nurse II	30.20
12313 - Registered Nurse II, Specialist	32.08
12314 - Registered Nurse III	37.96
12315 - Registered Nurse III, Anesthetist	39.12
12316 - Registered Nurse IV	43.48
12317 - Scheduler (Drug and Alcohol Testing)	18.90
13000 - Information and Arts Occupations	
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	17.60
13042 - Illustrator II	22.56
13043 - Illustrator III	26.40

ATTACHMENT J-6

13047 - Librarian	23.29
13050 - Library Aide/Clerk	9.87
13054 - Library Information Technology Systems Administrator	20.94
13058 - Library Technician	13.25
13061 - Media Specialist I	14.80
13062 - Media Specialist II	16.56
13063 - Media Specialist III	18.46
13071 - Photographer I	13.93
13072 - Photographer II	17.60
13073 - Photographer III	22.56
13074 - Photographer IV	26.40
13075 - Photographer V	30.06
13110 - Video Teleconference Technician	13.83
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.80
14042 - Computer Operator II	16.62
14043 - Computer Operator III	18.46
14044 - Computer Operator IV	22.60
14045 - Computer Operator V	23.90
14071 - Computer Programmer I (1)	21.12
14072 - Computer Programmer II (1)	26.16
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	14.80
14160 - Personal Computer Support Technician	22.60
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.12
15020 - Aircrew Training Devices Instructor (Rated)	32.81
15030 - Air Crew Training Devices Instructor (Pilot)	35.70
15050 - Computer Based Training Specialist / Instructor	25.70
15060 - Educational Technologist	28.73
15070 - Flight Instructor (Pilot)	35.70
15080 - Graphic Artist	23.11
15090 - Technical Instructor	20.19
15095 - Technical Instructor/Course Developer	24.70
15110 - Test Proctor	17.73
15120 - Tutor	17.73
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.49
16030 - Counter Attendant	8.49
16040 - Dry Cleaner	9.00
16070 - Finisher, Flatwork, Machine	8.49
16090 - Presser, Hand	8.49
16110 - Presser, Machine, Drycleaning	8.49

ATTACHMENT J-6

16130 - Presser, Machine, Shirts	8.49
16160 - Presser, Machine, Wearing Apparel, Laundry	8.49
16190 - Sewing Machine Operator	11.55
16220 - Tailor	12.42
16250 - Washer, Machine	9.32

19000 - Machine Tool Operation and Repair Occupations

19010 - Machine-Tool Operator (Tool Room)	16.65
19040 - Tool and Die Maker	19.20

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator	12.84
21030 - Material Coordinator	18.50
21040 - Material Expediter	18.50
21050 - Material Handling Laborer	12.26
21071 - Order Filler	10.55
21080 - Production Line Worker (Food Processing)	12.84
21110 - Shipping Packer	12.49
21130 - Shipping/Receiving Clerk	12.49
21140 - Store Worker I	9.57
21150 - Stock Clerk	13.57
21210 - Tools and Parts Attendant	13.58
21410 - Warehouse Specialist	12.84

23000 - Mechanics and Maintenance and Repair Occupations

23010 - Aerospace Structural Welder	26.66
23021 - Aircraft Mechanic I	25.39
23022 - Aircraft Mechanic II	26.66
23023 - Aircraft Mechanic III	27.99
23040 - Aircraft Mechanic Helper	19.88
23050 - Aircraft, Painter	20.15
23060 - Aircraft Servicer	22.11
23080 - Aircraft Worker	23.30
23110 - Appliance Mechanic	16.65
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	22.30
23130 - Carpenter, Maintenance	18.58
23140 - Carpet Layer	15.92
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	17.50
23182 - Electronics Technician Maintenance II	21.33
23183 - Electronics Technician Maintenance III	24.17
23260 - Fabric Worker	15.00
23290 - Fire Alarm System Mechanic	17.43
23310 - Fire Extinguisher Repairer	14.40
23311 - Fuel Distribution System Mechanic	19.17
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	15.46
23380 - Ground Support Equipment Mechanic	25.39
23381 - Ground Support Equipment Servicer	22.11

ATTACHMENT J-6

23382 - Ground Support Equipment Worker	23.30
23391 - Gunsmith I	13.67
23392 - Gunsmith II	15.79
23393 - Gunsmith III	17.67
23410 - Heating, Ventilation and Air-Conditioning Mechanic	20.06
23411 - Heating, Ventilation and Air Conditioning Mechanic (Research Facility)	20.93
23430 - Heavy Equipment Mechanic	17.43
23440 - Heavy Equipment Operator	17.43
23460 - Instrument Mechanic	17.67
23465 - Laboratory/Shelter Mechanic	16.81
23470 - Laborer	10.62
23510 - Locksmith	16.65
23530 - Machinery Maintenance Mechanic	20.08
23550 - Machinist, Maintenance	20.16
23580 - Maintenance Trades Helper	13.58
23591 - Metrology Technician I	17.67
23592 - Metrology Technician II	18.44
23593 - Metrology Technician III	19.22
23640 - Millwright	20.25
23710 - Office Appliance Repairer	16.65
23760 - Painter, Maintenance	16.65
23790 - Pipefitter, Maintenance	19.33
23810 - Plumber, Maintenance	18.87
23820 - Pneudraulic Systems Mechanic	17.67
23850 - Rigger	17.67
23870 - Scale Mechanic	15.92
23890 - Sheet-Metal Worker, Maintenance	17.43
23910 - Small Engine Mechanic	15.92
23931 - Telecommunications Mechanic I	21.33
23932 - Telecommunications Mechanic II	22.28
23950 - Telephone Lineman	21.09
23960 - Welder, Combination, Maintenance	17.43
23965 - Well Driller	17.67
23970 - Woodcraft Worker	17.67
23980 - Woodworker	11.30
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.06
24610 - Chore Aide	6.36
24620 - Family Readiness and Support Services Coordinator	11.05
24630 - Homemaker	15.41
25000 - Plant and System Operations Occupations	
25010 - Boiler Tender	21.14
25040 - Sewage Plant Operator	17.00
25070 - Stationary Engineer	21.14
25190 - Ventilation Equipment Tender	14.33
25210 - Water Treatment Plant Operator	16.65

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27000 - Protective Service Occupations

27004 - Alarm Monitor	14.82
27007 - Baggage Inspector	10.14
27008 - Corrections Officer	18.04
27010 - Court Security Officer	18.04
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	18.04
27070 - Firefighter	17.90
27101 - Guard I	10.14
27102 - Guard II	17.90
27131 - Police Officer I	23.33
27132 - Police Officer II	25.99

28000 - Recreation Occupations

28041 - Carnival Equipment Operator	10.69
28042 - Carnival Equipment Repairer	11.24
28043 - Carnival Equipment Worker	8.25
28210 - Gate Attendant/Gate Tender	13.64
28310 - Lifeguard	12.15
28350 - Park Attendant (Aide)	15.26
28510 - Recreation Aide/Health Facility Attendant	11.13
28515 - Recreation Specialist	16.21
28630 - Sports Official	12.15
28690 - Swimming Pool Operator	14.41

29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker and Bracer	16.16
29020 - Hatch Tender	16.16
29030 - Line Handler	16.16
29041 - Stevedore I	15.12
29042 - Stevedore II	17.29

30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.37
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.08
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.62
30021 - Archeological Technician I	19.34
30022 - Archeological Technician II	23.15
30023 - Archeological Technician III	28.63
30030 - Cartographic Technician	28.67
30040 - Civil Engineering Technician	27.30
30061 - Drafter/CAD Operator I	19.18
30062 - Drafter/CAD Operator II	23.15
30063 - Drafter/CAD Operator III	25.80
30064 - Drafter/CAD Operator IV	29.47
30081 - Engineering Technician I	16.59
30082 - Engineering Technician II	20.41
30083 - Engineering Technician III	22.83
30084 - Engineering Technician IV	28.28
30085 - Engineering Technician V	36.15

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30086 - Engineering Technician VI	41.85
30090 - Environmental Technician	27.24
30210 - Laboratory Technician	21.72
30240 - Mathematical Technician	28.67
30361 - Paralegal/Legal Assistant I	17.80
30362 - Paralegal/Legal Assistant II	21.38
30363 - Paralegal/Legal Assistant III	26.62
30364 - Paralegal/Legal Assistant IV	29.59
30390 - Photo-Optics Technician	28.67
30461 - Technical Writer I	18.90
30462 - Technical Writer II	23.12
30463 - Technical Writer III	26.42
30491 - Unexploded Ordnance (UXO) Technician I	23.12
30492 - Unexploded Ordnance (UXO) Technician II	27.97
30493 - Unexploded Ordnance (UXO) Technician III	34.42
30494 - Unexploded (UXO) Safety Escort	23.12
30495 - Unexploded (UXO) Sweep Personnel	23.12
30620 - Weather Observer, Combined Upper Air or Surface Programs (3)	19.79
30621 - Weather Observer, Senior (3)	23.99
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.16
31030 - Bus Driver	15.48
31043 - Driver Courier	11.91
31260 - Parking and Lot Attendant	8.34
31290 - Shuttle Bus Driver	12.98
31310 - Taxi Driver	9.54
31361 - Truckdriver, Light	12.98
31362 - Truckdriver, Medium	15.34
31363 - Truckdriver, Heavy	16.39
31364 - Truckdriver, Tractor-Trailer	16.39
99000 - Miscellaneous Occupations	
99030 - Cashier	9.10
99050 - Desk Clerk	10.65
99095 - Embalmer	21.55
99251 - Laboratory Animal Caretaker I	9.03
99252 - Laboratory Animal Caretaker II	10.11
99310 - Mortician	24.04
99410 - Pest Controller	13.78
99510 - Photofinishing Worker	10.43
99710 - Recycling Laborer	11.24
99711 - Recycling Specialist	13.71
99730 - Refuse Collector	10.03
99810 - Sales Clerk	11.41
99820 - School Crossing Guard	8.29
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	10.91

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99841 - Vending Machine Repairer	13.10
99842 - Vending Machine Repairer Helper	11.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.01 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

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

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 ordnance, 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.

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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 ordnance, (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 ordnance, 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 ordnance, 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

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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.

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RESERVED

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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.

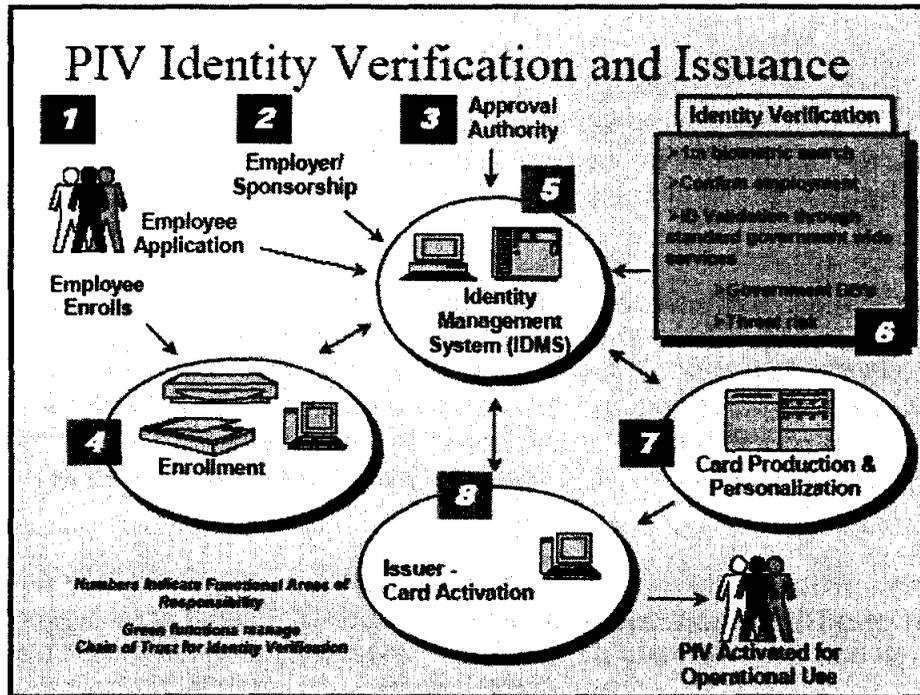


Figure A-1, FIPS 201, Appendix A

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

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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 Federal¹ 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 (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

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

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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.

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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.

(End of Section)

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

TIN: 52-1849801.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(f) *Common parent.*

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541620.

(2) The small business size standard is \$6,500,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA)

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

website at <http://orca.bph.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
K.141852.245-79	USE OF GOVERNMENT-OWNED PROPERTY	JUL 1997	SEE CLAUSE BELOW

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that-
 - (i) The Offeror and/or any of its Principals-
 - (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - (ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.5 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance Name and Address of Owner
(Street Address, City, and Operator of the Plant
State, County, Zip Code) or Facility if Other than
Offeror or Respondent

(End of provision)

K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541620 [*insert NAICS code*].

(2) The small business size standard is \$6,500,000 [*insert size standard*].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that-

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That 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.

(d) *Notice.*

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

ALTERNATE I (APR 2002)

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- Black American.
- Hispanic American.
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

(End of provision)

K.7 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)

(a) *Definition.* "Forced or indentured child labor" means all work or service--
(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product Listed Countries of Origin

_____ NONE _____

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

(c) *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

(1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

(2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It has, has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It has, has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that (a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action program-required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it has not previously had contracts subject to the written affirmative action programs requirement of the rules.

(End of provision)

K.10 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

K.11 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(End of provision)

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.12 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

(End of provision)

K.13 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

(End of provision)

K.141852.245-79 USE OF GOVERNMENT-OWNED PROPERTY (JUL 1997)

(a) The Offeror does, does not intend to use in performance of any contract awarded as a result of this solicitation existing Government-owned facilities (real property or plant equipment), special test equipment, or special tooling (including any property offered by this solicitation). The Offeror shall identify any offered property not intended to be used. If the Offeror does intend to use any of the above items, the Offeror must furnish the following information required by Federal Acquisition Regulation (FAR) 45.205(b) and NASA FAR Supplement (NFS) 1845.102-71:

(1) Identification and quantity of each item. Include the item's acquisition cost if it is not property offered by this solicitation.

All property offered by and listed in Section J-4 of the Solicitation.

(2) For property not offered by this solicitation, identification of the Government contract under which the property is accountable and written permission for its use from the cognizant Contracting Officer. Not Applicable

(3) Amount of rent calculated in accordance with FAR 45.403 and the clause at FAR 52.245-9, Use and Charges, unless the property has been offered on a rent-free basis by this solicitation. Not Applicable

(4) The dates during which the property will be available for use, and if it is to be used in more than one contract, the amounts of respective uses in sufficient detail to support proration of the rent. This information is not required for property offered by this solicitation. Not Applicable

(b) The Offeror does, does not request additional Government-provided property for use in performing any contract awarded as a result of this solicitation. If the Offeror requests additional Government-provided property, the Offeror must furnish --

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

(1) Identification of the property, quantity, and estimated acquisition cost of each item; and

(2) The Offeror's written statement of its inability to obtain facilities as prescribed by FAR 45.302-1 (a)(4).

(c) If the Offeror intends to use any Government property (paragraph (a) or (b) of this provision), the offer must also furnish the following:

(1) The date of the last Government review of the Offeror's property control and accounting system, actions taken to correct any deficiencies found, and the name and telephone number of the cognizant property administrator.

Earth Resources Technology, Inc. has not had a Government review of its property control and accounting system.

(2) A statement that the Offeror has reviewed, understands, and can comply with all property management and accounting procedures in the solicitation, FAR Subpart 45.5, and NFS Subparts 1845.5 and 1845.71.

Earth Resources Technology, Inc. has reviewed, understands, and can comply with all property management and accounting procedures in the solicitation, FAR Subpart 45.5, and NSF Subparts 1845.5 and 1845.71.

(3) A statement indicating whether or not the costs associated with paragraph (c)(2) of this provision, including plant clearance and/or plant reconversion costs, are included in its cost proposal.

Not Applicable.

(End of provision)

END OF SECTION

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT I D CODE		PAGE OF PAGES	
					1	2
2. AMENDMENT/MOD NO. 01		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200225983(Y)		5. PROJECT NO
ISSUED BY ASA Johnson Space Center Institutional Procurement Office Attn: Nancy Robb/BJ4 Houston, TX 77058			7. ADMINISTERED BY		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Earth Resources Technology, Inc. Attn: Peter H. Li 10810 Guilford Rd., Suite 105 Annapolis Junction, MD 20701				(9)	9A. AMENDMENT OF SOLICITATION NO	
				<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11)	
				(10)	10A. MOD. OF CONTRACT/ORDER No NNJ08JB01C	
CODE		FACILITY CODE		<input type="checkbox"/>	10B. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers (IS OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:						
(a) By completing Items 8 and 15, and returning one (1) copy of the amendment;						
(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or						
(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (if required)						
CREASE: \$10,000.00				Financial Management		
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
<input checked="" type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)						
IMPORTANT: Contractor IS NOT required to sign this document and return copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
The purpose of modification 1 is to make various administrative changes to Section B, Clause B.6 "Contract Funding," Section F, Clauses F.4 and F.5 "Bills of Lading" and "Shipping Instructions," respectively, and Section J, Attachment J-1, as follows:						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER		
				Nancy A.S. Robb, Contracting Officer		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)				Nancy A.S. Robb (Signature of Contracting Officer)		12/11/2007
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE			30-105		STANDARD FORM 30 (REV. 10-83) ES Prescribed by GSA FPMR (41 CFR)	

Clause B.6 is deleted in its entirety and replaced as shown below:

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

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$9,175.00. This allotment is for performing the work described in Section C and covers the following estimated period of performance: December 31, 2008.
- (b) An additional amount of \$825.00 is obligated under this contract for payment of fee.

(End of clause)”

Clause F.4 “Bills of Lading,” paragraph (a) and Clause F.5 “Shipping Instructions,” insert “NNJ08JB01C” for the Contract Number.

Section J “List of Attachments” is inserted as page J-p.1. J-p.1 is provided.

Section J Attachment J-1 Data Requirements List (DRL) and Data Requirements Description (DRD) – Replace “RFP No. NNJ06162825R” with “Contract No. NNJ08JB01C.”

Replacement pages for Clauses B.6, F.4, and F.5 will be provided with a subsequent modification.

SECTION J
LIST OF ATTACHMENTS

<u>Attachments</u>	<u>Title</u>	<u>Page Number</u>
J-1	Data Requirements List (DRL) and Data Requirements Description (DRD)	J-1-p.1
J-2	Award Fee Evaluation Plan	J-2-1
J-3	Safety and Health Plan (The contract incorporates the Contractor's Safety and Health Plan by reference with the same force and effect as if it were given in full text.)	J-3-1
J-4	Installation Accountable Government Property	J-4-1
J-5	Environmental 533 Excel Spreadsheets (DRD AN-1-3)	J-5-1
J-6	U.S. Department of Labor Wage Determination	J-6-1
J-7	RESERVED	Reserved
J-8	Phase-In Plan (The contract incorporates the Contractor's Phase-In Plan by reference with the same force and effect as if it were given in full text.)	J-8-1
J-9	NASA Personal Identity Verification Card Issuance (PCI) Procedure	J-9-1