



LABOR HOUR SUBCONTRACT

Subcontract No. 1270892

BETWEEN

CALIFORNIA INSTITUTE OF TECHNOLOGY
JET PROPULSION LABORATORY
(The "Institute" or "JPL")
4800 OAK GROVE DRIVE
PASADENA, CALIFORNIA 91109-8099

AND

SANTA BARBARA APPLIED RESEARCH, INC. (SBAR)

THIS SUBCONTRACT FOR

Temporary Support Effort Personnel (TSEP)

IS A

SUBCONTRACT UNDER JPL's NASA PRIME CONTRACT

TASK ORDER NO. Various

A DO - C9 Rating is assigned to this Subcontract under DMS Regulation 1

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The following documents are incorporated into and made a material part of this Subcontract:

GENERAL PROVISIONS: Labor-Hour/Time-and-Material Contract R 9/04

- JPL 1725, "Minimum Timekeeping Requirements for Labor-Hour Type Procurements to be Performed at Off-Lab Facilities" R 8/98
- JPL 1737, "Release of Information" R 9/99
- JPL 1943, "Affiliate Access Report" R 2/00
- JPL 2385, "Notification to Prospective Contractors of JPL's Ethics Policies and Anti-Kickback Hotline" R 7/91
- JPL 2892, "Certifications" R 8/01
- JPL 2895, "Asbestos Notification" R 9/98
- "Notice of Potential Tax Withholding" R 7/03

ADDITIONAL GENERAL PROVISIONS (AGPs)

Continuity of Services R 9/04

Drug and Alcohol Free Workforce R 9/04

Foreign Travel Reporting R 9/04

Patent Rights-Retention by the Subcontractor (Short Form) R 9/04

Safety and Health R 9/04

Security Requirements for Unclassified Automated Information Resources and Access to JPL's Controlled Facilities Requirements R 9/04

Service Contract Act of 1965, as amended - Long Form R 4/99

PREAMBLE

This Subcontract, entered into on March 23, 2005 by and between the CALIFORNIA INSTITUTE OF TECHNOLOGY (hereinafter called the "Institute" or "JPL"), a corporation organized and existing under the laws of the State of California, and Santa Barbara Applied Research, Inc. (hereinafter called the "Subcontractor"), a corporation organized and existing under the laws of the State of California and constituting a subcontract under prime contract with NASA;

WITNESSETH THAT:

The Subcontractor agrees to furnish and deliver the supplies and perform the services set forth in this Subcontract for the consideration stated herein.

Schedule

ARTICLE 1. STATEMENT OF WORK AND DELIVERY INSTRUCTIONS

On or Before

- 1.0 Services to Be Provided. The Subcontractor shall provide support effort personnel to the extent requested by JPL to work under JPL direction on specific temporary work assignments at JPL-controlled facilities or other locations designated by JPL. In the performance of this effort, the Subcontractor shall provide TSEP personnel who are bona fide employees of their company, in the following labor categories, but not limited to the following:

Various types of scientists; hardware, software and systems engineers; designers; drafters; illustrators; mathematicians; computer programmers; various types of analysts (including software and computer analysts), specialists, assistants and technicians; computer, graphics, and audio-visual operators; shop personnel; off-site maintenance personnel; clean-room support personnel; quality assurance inspectors; secretaries and clerks; and technical writers. Subcontractors shall possess the capability to provide personnel with active security clearances at the Secret level.

This Subcontract does not represent an agreement to supply all of the support effort personnel required by JPL; other subcontracts at JPL supply some support effort personnel. The Subcontractor shall conform to the following requirements in the performance of this Subcontract:

- 1.1 Provide qualified TSEP candidates as requested by JPL, in accordance with Exhibit 1, entitled *SOLICITATION, PLACEMENT, AND TERMINATION PROCESS*.
- 1.1.1 Perform all work under this Subcontract as directed by Subcontract Work Orders (SWOs) in accordance with Exhibit 2, entitled *SUBCONTRACT WORK ORDER (SWO) PROCEDURE*. SWOs will be written for the services of a specific individual for a specific time period. If the Subcontractor is unable to continue to provide the services of the individual identified in the SWO, the Subcontractor shall immediately notify the cognizant JPL Subcontracts Manager. The performance period identified in the SWO will then be modified to reflect the individual's last day worked at JPL and the SWO will be considered terminated.
- 1.1.2 Appoint an individual as Personnel Administrator within 1 week of start of subcontract to be responsible for the TSEP personnel assigned to work under this Subcontract. This individual shall serve as a central point of contact for this Subcontract and provide daily administration of matters related to this Subcontract. Such matters shall include but will not be limited to: authority to act and make commitments on behalf of the Subcontractor, acknowledge receipt of SWOs, coordinating the

delivery of resumes of support-effort candidates to the cognizant JPL Subcontracts Manager (or designated alternate), coordinating interviews for the support-effort candidates, processing time records, resolving all billing problems, coordinating travel arrangements, and providing all travel documentation required by JPL. The Personnel Administrator shall also serve as a central point of contact for the resolution of any Subcontractor personnel problems that may occur including situations, which warrant TSEP personnel disciplinary action.

- 1.1.3 Inform all TSEP personnel, prior to their start of work at JPL, that they will be governed by JPL safety regulations, operating procedures, and computer security regulations when working at JPL or JPL-controlled facilities. Specific parking and traffic regulations are set forth in Exhibit 3, entitled *JET PROPULSION LABORATORY PARKING AND TRAFFIC REGULATIONS FOR SUPPORT SERVICE CONTRACTS PERFORMED AT JET PROPULSION LABORATORY, 4800 OAK GROVE DRIVE, PASADENA, CALIFORNIA 91109*. Computer security regulations in Exhibit 8, *JPL INFORMATION TECHNOLOGY SECURITY OF COMPUTER USERS (D-7223) Rev 6*, must be followed.
- 1.1.4 Comply with the following mandatory JPL-provided on-site training: Basic Information Technology (IT) security; Export Regulations; Ethics; International Traffic in Arms Regulations (ITAR); or any other such mandatory training provided by JPL.
- 1.1.5 Require TSEP personnel to travel to locations other than JPL and to perform work at these locations for extended periods of time when so directed by JPL in the SWO. The Subcontractor shall be responsible for providing airline tickets, lodgings, rental cars, and cash advances in accordance with Exhibit 4 entitled: *CONTRACTOR PERSONNEL TRAVEL, SUBSISTENCE, AND PER DIEM*.
- 1.1.6 Furnish in writing to the cognizant JPL Subcontracts Manager, the name, address, and telephone number of the respective physician or physicians to whom its personnel shall be referred in the event of injury or disability of such personnel while performing work for JPL by use of Exhibit 5, entitled *CONTRACTOR ACCIDENT AND COVERAGE RECORD*.
- 1.1.7 Furnish the cognizant JPL Subcontracts Manager on a monthly basis the following:

- 1.1.7.1 One (1) copy of a completed Exhibit 6, entitled *SWO MONTHLY REPORT* for all costs incurred, in EXCEL format. JPL may add any other such reasonable data that may be required to the Report. The data contained in the SWO Monthly Report shall be organized alphabetically by TSEP personnel name.
- 1.1.7.2 One (1) copy of a completed Exhibit 7, entitled, *MONTHLY METRICS REPORT*. JPL may add any other such reasonable data that may be required to the Report.
- 1.1.7.3 One (1) copy each of a completed Summary Reconciliation Report (Exhibit 10, Attachment B) a CLEI Reconciliation Report Detail (Exhibit 10, Attachment C), and a *MONTHLY STATUS AND COST REPORT SUMMARY* (Exhibit 10, Attachment D).
- 1.1.8 Conduct Quarterly Subcontract Status Reviews to discuss performance, cost, and JPL/Subcontractor interface problem areas and to assign action items for the resolution of any problem areas identified. Location of reviews will be determined by JPL.
- 1.1.9 Provide a local office within 15 miles of JPL to support operations at JPL and a broadband ground-based internet connectivity between the Subcontractor's facility and JPL.
- 1.1.10 Provide all necessary training at Subcontractor expense for TSEP personnel that is non-JPL specific or that is considered professional development. Personnel provided by the Subcontractor are expected to possess the skills necessary for their respective work assignments.
- 1.1.11 Provide all safety and health training in accordance with the Subcontractor's Injury and Illness Prevention Plan (IIPP), the applicable state and federal regulations, and Exhibit 14 (*JPL Contractor Safety and Health Orientation Checklist*). IIPP due 1 week after subcontract award
- 1.1.12 Provide an Exception Report in spreadsheet format that details by TSEP personnel exceptions to Subcontractor's invoices.
- 1.2 The following Exhibits are hereby incorporated into and made a material part of this Contract:
 - 1.2.1 EXHIBIT 1 - *SOLICITATION, PLACEMENT, AND TERMINATION PROCESS*, dated July 7, 2004.
 - 1.2.2 EXHIBIT 2 - *SUBCONTRACT WORK ORDER PROCEDURE*, dated July 7, 2004.

- 1.2.3 EXHIBIT 3 - *JET PROPULSION LABORATORY PARKING AND TRAFFIC REGULATIONS FOR SUPPORT SERVICE CONTRACTS PERFORMED AT JET PROPULSION LABORATORY, 4800 OAK GROVE DRIVE, PASADENA, CALIFORNIA 91109, dated January 6, 2003.*
- 1.2.4 EXHIBIT 4 - *CONTRACTOR PERSONNEL TRAVEL, SUBSISTENCE AND PER DIEM, dated August 2003.*
- 1.2.5 EXHIBIT 5 - *CONTRACTOR ACCIDENT AND COVERAGE RECORD, FORM JPL 2346, dated April 24, 1995.*
- 1.2.6 EXHIBIT 6 - *SWO MONTHLY REPORT, dated June 11, 2004.*
- 1.2.7 EXHIBIT 7 - *MONTHLY METRICS REQUIREMENTS, dated July 7, 2004.*
- 1.2.8 EXHIBIT 8 - *JPL INFORMATION TECHNOLOGY SECURITY OF COMPUTER USERS (D-7223); Rev 6, dated February 18, 2003.*
- 1.2.9 EXHIBIT 9 - *DIRECT LABOR RATE RANGES, INDIRECT EXPENSE RATES AND FIXED HOURLY PROFIT, dated July 7, 2004.*
- 1.2.10 EXHIBIT 10 - *INVOICING AND FINANCIAL REPORTS, dated July 7, 2004.*
- 1.2.11 EXHIBIT 11 - *WAGE DETERMINATION NO. 94-2048 (Rev. 20), dated June 17, 2004.*
- 1.2.12 EXHIBIT 12 - *SOFTWARE LICENSE AGREEMENT FOR USE OF JPL-FURNISHED SOFTWARE UNDER CONTRACT NO. 1270892, Form JPL 1001 R 5/01.*
- 1.2.13 EXHIBIT 13 - *STANDARDS OF CONDUCT AND PROCEDURES FOR HANDLING CONTRACTOR PERSONNEL PROBLEMS, DISCIPLINE, AND SEPARATION, JPL form 4412, dated April 2003.*
- 1.2.14 EXHIBIT 14 - *SAFETY AND HEALTH ORIENTATION CHECKLIST (LABOR RFP), dated March 17, 1999, and Safety and Health Orientation Checklist (Labor Hour RFP), dated January 5, 2004.*

2.0 JPL Will.

- 2.1 Furnish all necessary supplies, equipment (except for personal protective equipment) and facilities for the performance of this effort by the TSEP personnel when they are assigned to JPL-controlled facilities or other facilities designated by JPL.

- 2.2 Solicit Subcontractor for personnel resumes.
- 2.3 Issue unilateral SWOs (Form, JPL 1513, Attachment to Exhibit 2) to the Subcontractor. Each SWO will contain as a minimum the name of the TSEP person that JPL authorizes to work on this Subcontract, job title, labor classification and level if applicable, work assignment, direct labor rate, billing rate, maximum overtime, and any other information required by JPL.
- 2.4 Notify the Subcontractor on a weekly basis of all open solicitations.
- 2.5 Issue Subcontract Work Authorizations by electronic means to provide Project/Task information to the Subcontractor.
- 2.6 Provide any training that is required to meet special JPL standards of qualification, to apply JPL specific methods of performance, or to otherwise accomplish the specific JPL work assignment in an efficient manner. JPL-provided training will be limited to that required to accomplish the current work assignment only, and shall not be for the purpose of qualifying the individual for career advancement, or of a generic or developmental nature.

3.0 Delivery Requirements.

- 3.1 Except as otherwise provided in this Subcontract, the place of performance under this Subcontract shall be the Jet Propulsion Laboratory, 4800 Oak Grove Drive, Pasadena, California 91109. The work to be performed at other designated locations will be specified by SWOs.
- 3.2 Time is of the essence in the performance of this Subcontract.
- 3.3 The term of this Subcontract shall commence as of the date of this Subcontract and shall continue through September 30, 2008.
- 3.4 All work to be performed shall be accomplished in accordance with the schedule requirements set forth in the SWOs issued pursuant to the provisions of this Subcontract.
- 3.5 Subcontractor Accident and Coverage Record as required by ARTICLE 1, paragraph 1.1.6 shall be provided to JPL within one week of the date of this Subcontract.
- 3.6 The SWO Monthly Report as required by ARTICLE 1, paragraph 1.1.7.1 shall be submitted on a monthly basis. Monthly within 10 days of the last pay period
- 3.7 A Monthly Metrics Report as required by ARTICLE 1, paragraph 1.1.7.2 shall be submitted on a monthly basis. Monthly within 10 days of the last pay period
- 3.8 A Summary Reconciliation Report (Exhibit 10, Attachment B), a CLEI Reconciliation Report Detail (Exhibit 10, Attachment C), and a Monthly Status and Cost Report Summary (Exhibit 10, Attachment D). Attachment B weekly; Attachment C/D monthly
- 3.9 Subcontract Status Reviews as required by ARTICLE 1, paragraph 1.1.8 Quarterly

shall be held on a quarterly basis. Specific dates shall be as agreed upon by JPL and the Subcontractor.

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| 3.10 | Resumes as required by Exhibit 1 shall be submitted as soon as possible until the position is filled. | |
| 3.11 | Subcontractor signed Subcontract Work Orders (SWO) as required by Exhibit 1 shall be submitted within two weeks after receipt of SWO from JPL. | |
| 3.12 | Invoices as required by ARTICLE 2, paragraph 11.0 shall be submitted on a weekly basis by 3:00 P.M. Tuesday following the end of the week in which the costs were incurred. | |
| 3.13 | JPL form 2190, "Affiliate Badge Request." JPL form 1943, "Affiliate Access Request;" as required by Exhibit 1. | Immediately after acceptance of the SWO |
| 3.14 | JPL CONTRACTOR SAFETY AND HEALTH NOTIFICATION FOR LABOR HOUR CONTRACTS" shall be submitted to JPL, as required by Article 3, paragraph 21. | Immediately after acceptance of the SWO |
| 3.15 | The Subcontractor shall provide the cognizant JPL Subcontracts Manager with the annual and final reports of subject inventions described in the Article entitled "Patent Rights – Retention by the Contractor (Short Form)." A copy of transmittal letters shall be sent to the Intellectual Property Office (IPO). | Interim report every 12 months commencing on date of Subcontract; final report prior to Subcontract completion |
| 3.16 | Annual Claim of Cost Incurred as required by Article 2, Paragraph 11.6. | Annually by January 31 |
| 3.17 | Exception Report as required by Article 1, Paragraph 1.1.12. | Every other week |
| 3.18 | JPL form 2078-R, "Separation Clearance–Affiliate Personnel," shall be submitted to JPL, as required by Exhibit 1. | Upon notification of separation |

ARTICLE 2. CEILING PRICE, RATES, AND REIMBURSEMENT

- 1.0 Ceiling Price. The ceiling price (authorized expenditure) will be the sum of all the individual SWOs estimated costs for the term of the Subcontract, which is contemplated to be \$75,000,000. Estimated ceiling prices will be calculated for each SWO, and payment shall only be made for work initiated by SWOs as defined in Article 1.
- 2.0 Payment. Subject to the GENERAL PROVISION of this Subcontract entitled, "TIMEKEEPING AND PAYMENTS," the Subcontractor shall be paid by the Institute for each hour of work directly performed for JPL at the rate or rates listed in the applicable SWO. The rate or rates applicable to each SWO shall be as agreed upon by the Subcontractor and JPL; provided that the portions of such rate or rates attributable to direct labor rates shall be within the labor classification rate ranges set forth in Exhibit 9, entitled *DIRECT LABOR RATE RANGES, INDIRECT EXPENSE RATES AND FIXED HOURLY PROFIT*," and further provided, that the charges for indirect expenses and profit shall be as set forth in Exhibit 9. Except as otherwise specifically provided for in this Subcontract, the rates set forth in the SWO shall include any and all direct labor costs, burden, overhead, general and administrative expenses and profit chargeable by the Subcontractor to the Institute under this Subcontract.
- 3.0 Exclusion if Exhibit 9 Rates Exceeded. JPL reserves the right to subcontract for the services of a particular individual when the rates provided in Exhibit 9 are exceeded. The indirect expense rate and fixed hourly profit in these situations shall not exceed any indirect expense rate and fixed hourly profit for the individual's classification as indicated in Exhibit 9.
- 4.0 Adjustment of Billable Rates. The Subcontractor shall submit a written request to the cognizant JPL Subcontract Manager to adjust a billable hourly rate for labor. If approved by JPL, a supplement to the SWO will be issued. Generally, JPL will not approve billable rate changes within less than one year from the last change or the establishment of the initial rate.
- 5.0 Holidays. TSEP personnel assigned to JPL will normally not be required or permitted to work on the days observed as holidays by JPL unless authorized by JPL.
- 6.0 Reimbursement Limited by SWOs. The Subcontractor shall not be reimbursed for any hours worked beyond what JPL authorizes on the SWOs. The Subcontractor shall be responsible for any such unauthorized time worked by their personnel.
- 7.0 Overtime.
 - 7.1 Subcontractor personnel shall be reimbursed for overtime in accordance with applicable State/Federal regulations.
 - 7.2 For exempt personnel the Subcontractor shall be reimbursed no more than straight time for any overtime and for non-exempt personnel the Subcontractor shall be reimbursed no more than time and one half or double-time, as appropriate, for overtime.
 - 7.3 Only overtime authorized by either an initial or supplemental SWO is payable by JPL.
 - 7.4 Only time actually worked on this Subcontract shall be considered as time worked for computing overtime reimbursable by JPL.
 - 7.5 Profit dollars reimbursable for overtime work shall not exceed the profit dollars reimbursable for straight time work.

- 7.6 Indirect expense rate percent reimbursable for overtime work shall not exceed the indirect expense rate for straight time work.
- 8.0 Shift Differential Limitation. Pay changes due to shift differentials, by the same TSEP person, are not allowed.
- 9.0 Minimum Payment. The minimum amount payable to the Subcontractor by the Institute under this Subcontract is \$1,000.00.
- 10.0 Materials or Other Tangible Personal Property. No materials or other tangible personal property shall be purchased by JPL under this Subcontract, and none are authorized to be delivered hereunder unless authorized by JPL in a SWO in accordance with paragraph 13.0, Advanced Understandings for Other Direct Cost.
- 11.0 Invoices. The Subcontractor shall maintain an accounting and billing system to accurately and timely capture the actual costs at the authorized project/task level for each SWO. The Subcontractor shall ensure the actual costs and estimated cost-to-complete do not exceed the authorized Estimated Expenditure on each SWO.
- 11.1 Invoices for Labor Hours. The Subcontractor shall electronically submit all invoices for labor hours worked through the Contract Labor Electronic Invoicing (CLEI) application on a weekly basis. Sunday shall be the fiscal week ending date for the CLEI submission. Invoice submissions are required by 3:00 pm on Tuesday following the end of the previous week in which the costs were incurred. Invoices must be in Excel format and conform to the CLEI template in Exhibit 10.
- 11.2 Invoices for Other Allowable Costs. Paper invoices shall be submitted for costs other than labor hour, such as travel and Other Direct Costs. Original receipts for these costs shall be attached to the invoice. Paper invoices shall be submitted in triplicate (original plus two copies) to Supplier Payment Group, M/S 601-208, 4800 Oak Grove Drive, Pasadena, California 91109.
- 11.3 Exceptions. When the CLEI program is unable to process an invoice entry, the program generates an exception. The Subcontractor shall view the accepted and excepted invoices using the web CWAWA application. The Subcontractor is responsible for correcting all exceptions within 30 days. All exceptions to a specific invoice must be resubmitted at the same time. These resubmissions must use the original invoice number. Any resubmitted invoices charging a different JPL project number and/or different task number than originally reported on the Subcontractor employee's timecard must be certified by the subcontractor employee, and such certification must be retained in the records of the Subcontractor.
- 11.4 Late Cost Submittals. If additional labor costs are to be submitted applicable to a previous time period, the new costs must be submitted using an amended invoice number, such as adding -1 to the original invoice number. All costs must be submitted to JPL within 90 days of the date the cost were incurred. Invoices submitted and the resubmissions of the exceptions after 90 days are considered late and will not be honored for payment.
- 11.5 Reconciliation Reports. The CLEI Reconciliation Report Detail shall be submitted weekly. A monthly Summary Reconciliation Report shall be submitted by the fifth working day following the week ending of each JPL fiscal month. These reports shall be formatted as the examples in Exhibit 10.
- 11.6 Annual Claim of Costs Incurred. The Subcontractor shall submit an Annual Claim of Costs Incurred based on JPL's fiscal year. The claim shall be submitted by January 31 of

the following year to the Subcontract Audit Compliance Group and the Subcontracts Manager.

- 11.7 Detailed Instructions. Additional detailed invoicing instructions and examples formats to be used for invoices and financial reporting are contained in Exhibit 10.

- 12.0 Service Contract Act. Pursuant to paragraph (b) of the ADDITIONAL GENERAL PROVISION to this Subcontract entitled "SERVICE CONTRACT ACT OF 1965, AS AMENDED (LONG FORM)," the following are attached hereto:
 - 12.1 Effective from the start date of the Subcontract through two years after:

Exhibit 11, *WAGE DETERMINATION NO. 94-2048 (REV. 20)*, dated 06/17/2004.

- 13.0 Advance Understanding for Other Direct Costs.
 - 13.1 The Subcontractor shall be reimbursed by JPL for allowable and auditable actual direct costs such as: physical examinations when required by JPL for their employees assigned to JPL; safety eyeglasses or goggles, and other safety-related Personal Protective Equipment (PPE), such as respirators with cartridges, five point full body harnesses with lanyards and soft stops, chemical protective clothing, chemical gloves, face shields, hardhats, hearing protection, shin and metatarsal guards, if required for performance of the Subcontractor person's JPL job assignment. The above items must be authorized by JPL in the initial SWO or through issuance of a Supplemental SWO. Original paid receipts are required for all items prior to reimbursement by JPL. The Subcontractor shall maintain sufficient records to properly reflect all costs claimed to have been incurred and paid for the above items in performing this Subcontract. JPL shall have the right to examine and audit the Subcontractor's records and accounting procedures and practices.

 - 13.2 The Subcontractor shall be reimbursed as a direct cost by JPL for any specialized training that is required to meet special JPL standards of qualification, to apply JPL-specific methods of performance, or to otherwise accomplish the specific JPL work assignment in an efficient manner, if explicitly approved in an SWO or Supplemental SWO.

 - 13.3 TSEP Personnel Travel, Subsistence, and Per Diem

The Subcontractor shall be reimbursed for authorized travel, subsistence, and per diem in accordance with Exhibit 4, entitled *CONTRACTOR PERSONNEL TRAVEL, SUBSISTENCE AND PER DIEM*. Exhibit 4 incorporates the limitations of Federal Acquisition Regulation (FAR) 31.205-46.

 - 13.3.1 Upon request, JPL will provide a written request that the TSEP personnel of JPL support-service subcontractors be given the General Service Administration (GSA) lodging rates extended to cost-reimbursable subcontractors. (See GSA web site:
<http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.shtml>)
However, non-availability of lodging at such rates is not authorization for reimbursement of travel costs in excess of the normal rates allowed pursuant to FAR 31.205-46, unless reimbursement on the "Higher Actual Cost Method" has been approved in accordance with FAR 31.205-46 (a)(3).

 - 13.3.2 All travel must be authorized by JPL on a "Contractor Personnel Travel Request and Authorization," form JPL 1168-S, before the travel is performed. The

Subcontractor shall provide, with any invoice for travel, a copy of the "Contractor Personnel Travel Request and Authorization" and a copy of the Subcontractor's employee travel report. Payment of travel costs based on the "Higher Actual Cost Method" requires that a copy of the written justification, as required by FAR, approved by an officer of the Subcontractor's organization or designee, be provided with any invoice for such travel.

Each trip authorized by JPL shall be invoiced separately (i.e., one trip per invoice per person) and shall include all expenses and supporting documentation related to that trip as required by Exhibit 4.

13.3.3 The Subcontractor shall be responsible for briefing all TSEP personnel who are required to travel in connection with this Subcontract on the terms of the travel exhibit, and agrees to provide all TSEP personnel with a copy of the Travel Exhibit (4).

13.3.4 Notwithstanding anything contained in Exhibit 4 Travel, the following rules shall govern payment to the Subcontractor for travel time of the TSEP personnel while performing work in connection with this Subcontract:

13.3.4.1 Travel time does not include time spent traveling to and from TSEP personnel's regularly assigned work station.

13.3.4.2 Travel time does not include time after TSEP personnel have reached an interim destination, where lodging is required, of any segment of a longer trip.

13.3.4.3 Travel time is reimbursable in accordance with the rates set forth in the SWO for TSEP personnel and will be subject to all overtime requirements and restrictions.

13.3.4.4 Travel time shall to the maximum extent possible be scheduled during normal working hours. The Subcontractor shall be reimbursed for the travel time of nonexempt TSEP personnel; however, reimbursement for time worked and/or travel time for exempt TSEP personnel shall be limited to regularly scheduled work days and shall not exceed a total of eight (8) hours during any twenty-four (24) hour period unless otherwise approved by the JPL Supervisor.

13.3.4.5 The terms nonexempt and exempt as used in the context of this Subcontract shall be as defined by the Subcontractor in a manner consistent with State/Federal regulations.

14.0 Additional Provisions to the SWOs. In addition to the provisions of the GENERAL PROVISIONS of this Subcontract entitled "Timekeeping and Payments," the following provisions shall apply to each SWO issued under this Subcontract.

14.1 The Institute shall not be obligated to pay the Subcontractor any amount in excess of the Estimated Expenditure set forth on each SWO, and the Subcontractor shall not be obligated to continue performance of the work described in such SWO or to otherwise incur costs in excess of such Estimated Expenditure, unless and until JPL shall have issued a written SWO Supplement increasing such Estimated Expenditure.

- 14.2 If at any time the Subcontractor has reason to believe that the costs for performance of work described in a SWO will exceed the Estimated Expenditure of such SWO, it shall immediately notify the cognizant JPL Subcontracts Manager to that effect, giving its revised estimate of the total cost to perform the work. Such notification may first be given verbally, but shall be confirmed in writing if JPL requests written confirmation thereof.

ARTICLE 3. SPECIAL PROVISIONS

1.0 Contract Phase-out. The Subcontractor agrees:

1.1 That any period within the last six (6) months of the Subcontract may be considered by JPL to be a phase-out period of the Subcontractor. The purpose of such phase-out period is to allow JPL to introduce a new Subcontractor into performance of work of any kind and type provided hereunder. The Subcontractor agrees to use its best efforts to effect an orderly and efficient transition from the Subcontractor and its personnel to such performance of work by other personnel, either engaged directly by JPL or employed by some other Subcontractor selected by JPL.

1.2 To fully cooperate with JPL and any successor Subcontractor to further the objectives stated above. In this regard, the Subcontractor shall make available any and all records or other data, which may be required to properly ascertain the earned benefits of the TSEP person and his/her relative position within the fringe benefit program of the Subcontractor and allow either JPL or a successor Subcontractor to conduct on-site interviews with these Subcontractor personnel. If selected TSEP personnel are agreeable to the change, the Subcontractor shall release them at a mutually agreeable date.

2.0 Badge Return. The Subcontractor shall be responsible for obtaining and returning to JPL any JPL TSEP Personnel badge not turned into JPL by terminating TSEP personnel.

3.0 Prohibition of Business Solicitation. As a condition for working at JPL, all TSEP personnel shall be required to agree not to pursue any business matters for the purpose of private gain while working at a JPL-specified location. Such business matters shall include, but not necessarily be limited to, contacting JPL or TSEP personnel for purposes of:

- Increasing or extending the effort under the Subcontract,
- Creating new or additional business.

Failure to agree or comply with this condition shall cause the TSEP personnel to not be allowed to work at JPL.

4.0 Access to Classified Information. The Subcontractor, or any of its employees, shall not have access to any classified information and shall not perform any classified work under this Subcontract until notified by the cognizant JPL Subcontract Manager that all security clearance processing has been completed in accordance with the requirements of ADDITIONAL GENERAL PROVISION of this Subcontract entitled "SECURITY REQUIREMENTS."

5.0 JPL Indemnified from Subcontractor Personnel Actions. The Subcontractor agrees that it will be responsible to the Government and the Institute for, and will indemnify and hold harmless the Government and the Institute, its trustees, officers, and employees, from any loss, cost, damage, expense or liability, attorney's fees, or any suit therefore, by reason of actual or alleged injury of whatsoever kind or character, arising out of or in connection with the performance of work hereunder by the Subcontractor or any of its subcontractors, howsoever the same may be caused, including any of the same resulting from alleged or actual negligent act or omission, regardless of whether such act or omission is active or passive, but except only such loss, cost, damage, expense or liability attributable to the sole negligence or willful misconduct of the Government or of the Institute, its trustees, officers or employees.

6.0 Wages and Benefits Meet Wage Determinations. The Subcontractor certifies that the wages and benefits provided to their non-exempt employees who are covered under the Service Contract Act

under this Subcontract, are equal to or greater than the wages and benefits required by the Department of Labor in the effective Wage Determinations incorporated in this Subcontract.

- 7.0 Service Contract Act Obligations. In its administration of ADDITIONAL GENERAL PROVISION to this Subcontract entitled SERVICE CONTRACT ACT OF 1965, AS AMENDED (LONG FORM), the Subcontractor expressly recognizes its obligations under paragraphs (e) and (g) thereof to notify each of its service employees of the applicable minimum monetary wage and any fringe benefits required to be paid and to keep records reflecting such amounts paid, properly segregated by wages and fringe benefits for three (3) years from completion of the work performed under this Subcontract.
- 8.0 Wage Determination Amendments. The parties agree that this Subcontract shall be amended, at the discretion of JPL, to incorporate any applicable Wage Determination issued by the Department of Labor pursuant to the ADDITIONAL GENERAL PROVISION entitled the "SERVICE CONTRACT ACT OF 1965, AS AMENDED (LONG FORM)". The parties further agree that upon such an amendment, the parties will negotiate an equitable adjustment to compensate the Subcontractor for actual additional costs, caused by the applicability of the Act and the Wage Determination, payable from the effective date of the Subcontract or modification. The Subcontractor warrants that the prices set forth in the Subcontract do not include any allowance for anticipated increases in the Subcontractor's rates of pay for any of the job classifications listed in the Subcontract due to anticipated Wage Determinations or revisions or additions to the applicable Wage Determination required for this Subcontract under the Service Contract Act of 1965.
- 9.0 Bona Fide Employees Only. All personnel provided to JPL under this Subcontract shall be bona fide employees of the Subcontractor's. Independent Subcontractors, Consultants or other second-tier subcontractor personnel are not authorized.
- 10.0 Insurance Certification. The Subcontractor must furnish to the JPL Subcontracts Manager prior to commencement of work under the Subcontract, all insurance certificates required by the General Provisions of this Subcontract. The policies evidencing required insurance shall be issued by an insurance company authorized and doing business in the State of California and must be endorsed to specify the California Institute of Technology as an additional named insured. The certificates furnished by the Subcontractor must reflect the fact that these requirements have been met, and a copy of the endorsement should be attached to the certificates.
- 11.0 Copyrights and Other Limitations Associated With Software. The Subcontractor shall comply with any copyright and limitation of liability notices and any restricted rights legends affixed to any software provided by JPL in the performance of this subcontract effort. From time to time JPL may provide the Subcontractor with software, which may require the execution of a separate license agreement between the Institute and the Subcontractor. The latter software will be identified through the SWO issuance process.
- 12.0 Approval of Time Worked. The Subcontractor's Personnel Administrator, or his/her designee, shall approve all time worked for all their personnel.
- 13.0 Foreign National Access to JPL Material or JPL's Internal Web Space. The Subcontractor shall not allow access by any Foreign National to JPL material, which reveals technology, financial information, or business strategy information, and to JPL internal Web Space in performance of this Subcontract without express approval by JPL Administrative Security and the JPL International and Legislative Affairs Office through the JPL Subcontracts Manager. The Subcontractor shall ensure that all their TSEP employees maintain ITAR compliance. The

Subcontractor must ensure that any forms required for National Agency Checks are completed by Foreign Nationals who are to perform work under this Subcontract as requested by JPL in order to determine eligibility for access to sensitive material.

- 14.0 Conduct and Separation. All TSEP personnel working in-residence at a JPL facility will be expected to conduct themselves in accordance with JPL standards of conduct, as described in "Standards of Conduct and Procedures for Handling Contractor Personnel Problems, Discipline, and Separation," form JPL 4412, which is incorporated as Exhibit 13 into this Subcontract. The Subcontractor shall be responsible for ensuring that its personnel perform their JPL work assignments and conduct themselves in a manner acceptable to JPL. JPL may require the Subcontractor to separate any TSEP personnel from a JPL work assignment at any time for any lawful reason. In the event of such separation, the Subcontractor shall have the responsibility for reassigning or terminating such personnel.
- 15.0 Subcontracting. There will be no subcontracting under this Subcontract.
- 16.0 Personnel Processing. Subcontractor personnel shall report to the JPL Security Group Office for (i) check-in processing before commencing work and (ii) check-out processing when terminating. Separation checkout will include the return of all Government property and badges, documents, and tools, which may have been provided by JPL during each individual's performance under this Subcontract.
- 17.0 Compliance with JPL's Policies, Procedures, Practices, and Training Programs. The Subcontractor shall comply with JPL's policies, procedures, practices, and training programs. All safety and health training requirements are the responsibility of the Subcontractor.
- 18.0 Reimbursable Hours. Subcontractors are reimbursed only for the specific hours worked by their personnel, which have been authorized by JPL in accordance with corresponding contract terms. Subcontractors are not reimbursed for any scheduled time not worked due to their personnel being directed by JPL to leave, or not report to, their JPL workstations when JPL deems it to be unsafe or useless to work at their JPL workstations due to earthquake, fire, civil disturbance, hazardous materials (HAZMAT) incident, power outage, or other situations.
- 19.0 Security or Privacy Safeguards.
- 19.1 The Subcontractor shall not publish or disclose in any manner, without the Subcontract Manager's written consent, the details of any safeguards either designed or developed by the Subcontractor under this Subcontract or otherwise provided by JPL.
- 19.2 To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of JPL data, the Subcontractor shall afford JPL access to the Subcontractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.
- 19.3 If new or unanticipated threats or hazards are discovered by either JPL or the Subcontractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.
- 20.0 JPL Subcontractor Safety and Health Notification. Subcontractor has signed and acknowledged receipt of a copy of "JPL Contractor Safety and Health Notification," form JPL 2885 (identifying applicable required documentation, safety requirements, emergency handling procedures, etc.), which is hereby made a material part of this Subcontract. (JPL Form 2885 is listed as Attachment B-17 to the RFP General Instructions.) The costs associated with compliance with all applicable

requirements as identified on form JPL 2885 are included in the Subcontract pricing, and therefore, Subcontractor compliance with such requirements shall not entitle the Subcontractor to an equitable adjustment under the General Provisions of the Subcontract entitled "Safety and Health," and "Changes," or under any other provision of this Subcontract.

- 21.0 Safety and Health Orientation Checklist. The Subcontractor shall submit one copy of the "Safety and Health Orientation Checklist (Labor Hour Contractors)" in Exhibit 17, for each TSEP personnel working at JPL facilities.
- 22.0 TSEP Personnel term Limitation. The assignment of Temporary Support Effort Personnel will be limited to a period not to exceed 3 years, subject to waiver if necessary.

ARTICLE 4. ALTERATIONS TO THIS CONTRACT

- 1.0 Security Requirements. Add the following paragraph to the Additional General Provision entitled "Security Requirements:"

The Subcontractor, or any of its personnel, shall not have access to any classified information and shall not perform any classified work under this Subcontract until notified by the cognizant JPL Subcontract Administrator that all security clearance processing has been completed.

ARTICLE 5 OPTIONS

1.0 Extension Options. JPL intends to acquire additional TSEP support for five (5) additional years beyond the existing four (4) year base for a total of nine (9) potential years providing the following is met:

1.1 The Subcontractor is providing an acceptable level of TSEP support to JPL.

1.2 There remains a need by JPL to continue the TSEP Subcontracts.

1.3 The JPL Prime Contract has been extended to coincide with the term of this Subcontract.

2.0 Extension Units. This Subcontract includes a series of Term Options, hereinafter referred to as "extension units." The extension units may be unilaterally awarded or not awarded to the Subcontractor by JPL at any time convenient to JPL after the completion of the initial four (4) year base subcontract. These extension units will be awarded in six (6) month increments and have a total potential subcontract period of performance of five (5) additional years. If all units are awarded, this Subcontract will have a period of performance of nine (9) years. Details are as follows:

2.1 Application of Extension Units

2.1.1 Extension units will be awarded in increments of six months per unit. The Subcontractor will be eligible for a total of ten (10) extension units during this period of the subcontract.

2.1.2 JPL reserves the right to award any number of units when the Subcontract is expiring and an additional option of units is required.

2.1.3 Each extension unit will require a renegotiation of the individual Subcontract Work Orders in support of the basic subcontract.

2.1.4 JPL will notify the Subcontractor 120 days prior the completion of the current period of performance whether an option to continue work will be exercised. JPL will confirm the awarding of extension units via Unilateral Modification.

3.0 Rate Ranges. The Option year rate ranges shall be in effect for the entire option years together.

