

ALASKA STATE LEGISLATURE

LEGISLATIVE BUDGET AND AUDIT COMMITTEE Division of Legislative Finance



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MEMORANDUM

DATE: June 21, 2010

TO: Legislative Budget and Audit Committee

FROM: David Teal
Director

SUBJECT: Preparation for the June 25, 2010 LB&A Meeting

OMB submitted the following RPLs for consideration at the June 25, 2010 Legislative Budget and Audit Committee meeting. These RPLs, along with Legislative Finance comments, are posted on our web site at [http://www.legfin.state.ak.us/](http://www.legfin.state.ak.us)

RPL#	Agency	Allocation/Program	Amount	Fund Source
06-0-0600	Health and Social Services	Women, Infants and Children/ WIC SDPR Increase for Rebates	\$450,000	SDPR – Operating (FY2010)
06-1-0101	Health and Social Services	Women, Infants and Children/ WIC SAM Transfer Project	\$1,518,700	ARRA Funds - Operating (FY2011)
06-1-0102	Health and Social Services	Chronic Disease Prevention & Health Promotion/ Better Choices, Better Health	\$30,500	ARRA Funds – Operating (FY2011)
06-1-0103	Health and Social Services	Work Services/ TANF Emergency Funding	\$2,300,000	ARRA Funds – Operating (FY2011)
07-0-1149	Labor and Workforce Development	AVTEC/Federal Pell Grant Increase	\$18,200	Federal Receipts – Operating (FY2010)
45-0-1148 <i>Capital</i>	University of Alaska	NSF NASA: Operation Ice Bridge	\$321,434	ARRA Funds – Capital (FY2010)

Of the RPLs submitted, OMB is requesting additional FY11 expenditure authorization in three H&SS RPLs (highlighted in yellow in the above table). Because the bill has been signed, Legislative Finance and Legal Services do not see a problem with the LB&A Committee reviewing (and approving) these RPLs. However, if they are approved, the LB&A Committee may wish to emphasize that they are effective July 1, 2010.

cc: Senator Meyer
Representative Dahlstrom
Representative Hawker
Representative Neuman
Representative Thomas
Representative Doogan
Representative Stoltze
Representative Tuck

Senator Hoffman
Senator Huggins
Senator Menard
Senator Stedman
Senator Olson
Josh Applebee
Tim Grussendorf
Miles Baker

Linda Hay
Paulyn Swanson
James Armstrong
Pat Davidson
John Bitney

Department of Health and Social Services
Division of Public Assistance, Women, Infants & Children

Subject of RPL: WIC SDPR Increase for Rebates	ADN#: 06-0-0600
Amount requested: \$ 450,000	Appropriation Authority: Sec 1, Ch 12, SLA 09, pg 23, ln 21
Funding source: Statutory Designated Program Receipt Authority - Operating	Statutory Authority: AS 44.29.020

PURPOSE

Division of Public Assistance, Women, Infant, and Children (WIC) component is requesting an increase of \$450.0 SDPR (Statutory Designated Program Receipts) authority. This request is necessary to receive projected collections in excess of the budgeted revenue estimate in the food portion of the program.

This increase in SDPR authority will allow the WIC program to collect the manufacturer's rebates received for specific infant formula products in WIC food packages from Abbott Nutrition Division. Federal regulations require that infant formula rebate revenues be expended on WIC foods only. The current SDPR authority is inadequate to receive the anticipated level of rebates in FY2010. Rebate increases are the result of a higher than projected participation rate through FY2010; subsequently, the SDPR increase was not included in the FY2010 budget.

Legislative Fiscal Analyst Comment: If this RPL is not approved, the manufacturers' rebates will be received by the State but there will be insufficient SDPR expenditure authority in WIC to offset the federal payments. Federal law requires that all manufacturers' rebates for infant formula received by the State be used to offset federal payments for WIC foods.

PREVIOUS LEGISLATIVE CONSIDERATION

There is no previous legislative consideration for this request.

TIMING ISSUES

Currently there is a \$450.0 projected shortfall in the food nutrition portion of the WIC program. Earlier in the fiscal year the WIC program underestimated their WIC food expenditure needs. The revenue collected from the WIC rebates program can only be used to offset WIC food expenditures. This request would allow the WIC program to collect additional SDPR revenue and use it to offset their WIC food shortfall issues.

Without increased SDPR, WIC will be unable to receive earnable levels of rebates, and would be bound by federal law to provide the same level of services; therefore, requiring general fund expenditures.

Legislative Fiscal Analyst Comment: According to the Department, the need for additional funding was discovered within the past month due to two reasons: (1) rebates can lag for up to 180 days, and (2) errors were detected in the food instruments issuance system that provides information about the formula purchases. Because of the system reporting errors the amounts to be reimbursed by Abbot Labs was extremely low in the first half of the fiscal year.

BUDGETARY ISSUES

The current SDPR authority is inadequate to receive the anticipated level of rebates in FY2010. Rebate increases are the result of a steadily increasing participation rate. Since October 2009 there has been

approximately 8.3% increase (1350 new participants) to the WIC program. This increase is being attributed to the economic down turn.

Line Item 74000	Existing SDPR authority	Requested additional SDPR authority	Total SDPR authority	What is being purchased
Contractual	3,997.7	450.0	4,447.7	Formula for needy infants

As indicated previously, the WIC program under estimated their WIC Food program budget. This shortfall is being attributed to the economic down turn, an increase in program participants, coupled with the cost WIC food and related shipping. The rebates supplement the funds used to purchase nutritious food for pregnant, postpartum and breastfeeding women, infants and children enrolled in the WIC program. Monthly reports provide detailed levels of infant formula distributed to WIC recipients and the rebates received for the use of specific infant formula in the food packages.

The collection of these rebate funds fits into long-term plans, missions and measures of the WIC Program, and is required under grant terms and conditions. Increased SDPR authority will allow maximum collection of manufacture rebates to remain compliant with WIC grant terms and conditions within the commodities line of the WIC component. Anticipated SDPR collection is based on projected levels of rebates using the methodology listed in current contractual terms and conditions. WIC grants are based on a federal fiscal year.

There is no excess SDPR authority from other components in the FY2010 budget. The WIC program will be working on their FY2012 projections and anticipate an increment in the FY2012 Governor's Budget to address this issue.

There are no other necessary considerations in addition to general fund impacts. The only other funding source that could be utilized in place of SDPR is general fund.

**Department of Health and Social Services
Division of Public Assistance, Women, Infant and Children**

Subject of RPL: WIC SAM Transfer Project	ADN/RPL #: 06-1-0101
Amount requested: \$ 1,518,700	Appropriation Authority: Sec 1, Ch41, SLA 10, pg 23, ln 33
Funding source: Federal Economic Stimulus Funding (ARRA) - Operating	Statutory Authority: AS 44.29.010-44.29.027

PURPOSE

The Department of Health and Social Services, Division of Public Assistance, Women, Infant and Children (WIC) component requests an additional \$1,518.7 federal authority for American Recovery and Reinvestment Act of 2009 (ARRA) funds that will be obligated in FY11. The division was unable to use these funds as expected in FY10 due to U. S. Department of Agriculture Food & Nutrition Services' unanticipated delay in approving the release of Requests for Proposals (RFP) for two contracts worth \$1.64 million. USDA approved the Request for Proposals (RFPs) on May 24, 2010; however it will not be possible to complete the competitive procurement process and award contracts prior to June 30, 2010 using FY10 authority.

The funds will be used to support the transfer and implementation of a State Agency Model (SAM) management information system, which replaces the agency's legacy WIC system. The goal of this project is to improve the efficiency, capability, and consistency for tracking program expenditures, infant formula rebates, and other financial aspects of the program. The modernization of the WIC system will also improve the efficiency of program administration by streamlining clinic operations and reducing the incidence of WIC Program fraud through development and enhancement of fraud detection systems.

PREVIOUS LEGISLATIVE CONSIDERATION

During the 2009 legislative session \$777.7 in ARRA funds were appropriated for this purpose, based on the estimated amount Alaska expected to receive. On November 2, 2009, the Legislative Budget and Audit committee approved an additional \$1,709.5 in ARRA funds, which reflected the actual amount granted for this project. During the 2010 legislative session \$961.2 in ARRA funds were appropriated for this purpose for FY11, based on the estimated balance of the grant award the division expected to spend or obligate in FY11.

TIMING ISSUES

Delay or disapproval of this request would result in further delay in procuring contractors and possible lapse of the ARRA grant award. The ARRA grant award ends on September 30, 2011. While significant internal planning and preparation for this project was completed in FY10, the division estimates that the period of performance for the two contracts and the time needed to complete the project will be approximately 14 months.

BUDGETARY ISSUES

These funds will be used to support the Alaska WIC SAM Transfer Project as stated above. Specifically, the grant funds are budgeted for personal services costs for a non-permanent exempt project manager who will oversee and coordinate activities of contractors and state information technology staff (IT), travel for the state agency and IT staff, contractual costs for software implementation and telecommunications services, infrastructure costs (computer hardware and licenses, etc.).

The anticipated line item breakdown of the existing \$961.2 and the additional \$1,518.7 requested for FY11 is as follows:

Line Item	FY11 ARRA appropriation	Requested FY11 ARRA appropriation	Total ARRA funds	What is being purchased
Personal Services	0	135.0	135.0	One non-perm position to coordinate activities at the State level involving the State WIC office, DHSS Procurement and IT staff, Local Agency WIC clinics and contractors. In FY10 this position was funded from federal Operating Adjustment funds.
Travel	24.0	25.7	49.7	Travel for state IT and WIC agency staff for design and planning meetings, pilot testing at local WIC agencies, and training.
Contractual	937.2	1,019.6	1,956.8	Software transfer and implementation contract and telecommunications services
Supplies	0	180.4	180.4	Update computer hardware in local clinics to ensure compatibility with new system
Equipment	0	158.0	158.0	Network hardware (processors, storage)
TOTAL	961.2	1,518.7	2,479.9	

The division anticipated needing the \$1,518.7 in FY10 and \$961.2 in FY11. A USDA delay in approving the contractual spending plan, resulted in a postponement in project expenditures FY10. The division anticipates utilizing the majority of this request in FY11. The project was actually commenced as planned in FY10 utilizing other federal funding from the USDA. However, that grant will end September 30, 2010, and the ARRA grant funding will be needed to complete this effort.

ARRA funds are a time-limited, one-time funding opportunity. Implementing a new information system is a one-time project expected to serve the program's needs for at least a decade. Operating costs for the system are expected to be covered by federal funds.

ARRA funds will not cover the full cost of the WIC SAM Transfer project, which is now estimated at \$3.3 million. The U. S. Department of Agriculture has approved an additional \$465.4 in regular federal funds for this project. Depending on what type of funds USDA makes available for completion of approved information system projects, the division expects to request additional ARRA or regular federal fund authority if needed either through the FY11 supplemental process or during FY12 budget process if it is anticipated that the project will not be completed by June 30, 2011.

These federal funds do not replace general funds.

Change Record Detail with Description

Department of Health and Social Services

Scenario: FY2011 Governor (7749)

Component: Women, Infants and Children (1013)

RDU: Public Assistance (73)

Title: ARRA Funding for State Agency Model (SAM) Management Information System

Short Title:

Brief Description: HB199 Women, Infants & Children (WIC) ARRA Funding Authorization

Decision: Yes

Category: None

Subcategory: None

New GF Revenue:

New Other Revenue:

Priority

Scenario: X Comp: X

Dept: X Cat: X

RDU: X Sub: X

	Trans Type	Totals	Personal Services	Travel	Services	Commodities	Capital Outlay	Grants, Benefits	Miscellaneous	Positions		
										PFT	PPT	NP
	IncOTI	961.2	0.0	24.0	937.2	0.0	0.0	0.0	0.0	0	0	0

1212 Fed ARRA 961.2

Anticipated continuation funding needed for the grant received under the American Recovery and Reinvestment Act from the U.S. Department of Agriculture, Food Nutrition Services and approved for FY2010 by the Legislative Budget and Audit Committee at their November 6, 2009 meeting (ADN 06-0-0146).

Software configuration and installation, training, pilot testing and statewide rollout of the new information system, is expected to begin in February 2010 and end in April 2011; with a warranty period following rollout and an optional extra period of system support, the contract could potentially extend to January 2012.

The planned quality assurance contract will assist with review of the software contractor's deliverables, provide recommendations on project management activities, and evaluate the pilot test of the system before statewide rollout is expected to begin in February 2010 and end in February 2011.

The ARRA travel funds will be needed in FY11 for project staff to participate in training, pilot testing and statewide rollout, and for IT staff to travel to local clinics to install computer equipment.

Department Level Measures:

End Result F: Low income families and individuals become economically self-sufficient.

Strategy F4: Improve timeliness of benefit delivery.

Strategy F5: Improve accuracy of benefit delivery.

Division Level Measures:

End Result A: Low income families and individuals become economically self-sufficient.

Strategy A4: Improve timeliness of benefit delivery.

Strategy A5: Improve accuracy of benefit delivery.

Department of Health and Social Services
Division of Public Health, Chronic Disease Prevention and Health Promotion

Subject of RPL: Better Choices, Better Health	ADN/RPL #: 06-1-0102
Amount requested: \$30,500	Appropriation Authority: Sec 1, Ch 41, SLA 10, Pg 24, Ln 15
Funding source: 100% Federal-Economic Stimulus (ARRA) funding – Operating	Statutory Authority: AS 44.29.010 – 44.29.020

PURPOSE

The Division of Public Health is requesting \$30.5 of Economic Stimulus (ARRA) funding authorization for FY2011. In March 2010, the US Administration on Aging released funding to assist States with expanding their delivery and maintenance of chronic disease self-management programs (CDSMP).

Better Choices, Better Health, is a project within the federal Communities Putting Prevention to Work program. This program supports evidence that persons with chronic conditions who learn self-management skills have fewer hospitalizations, fewer emergency room visits, and improved quality of life. The goal of this project is to integrate chronic disease self-management (CDSMP) into the social and health systems serving seniors in and around the Anchorage Borough.

Our primary strategy will be to develop an infrastructure to house CDSMP in four senior centers. This infrastructure will be developed by recruiting, training, and mentoring senior course leaders, and providing technical assistance to staff at senior centers. We will target four senior centers and 20 senior course leaders. It is expected that we will outreach to a minimum of 200 senior participants, each completing at least 4 out of 6 course sessions of the *Better Choices, Better Health* workshop. Funds would pay for senior course leader training, senior workshops, data collection, and evaluation.

Legislative Fiscal Analyst Comment: H&SS has been delivering the chronic disease self-management program since 2006 for people with chronic conditions. This funding will be used to develop a program designed specifically for seniors.

PREVIOUS LEGISLATIVE CONSIDERATION

There has not been a previous legislative consideration for this project. A \$50.0 ARRA federal grant award notice was issued to the Department in March 2010.

TIMING ISSUES

This particular grant award has strict performance expectations. These funds are to be used within a 24-month period, effective March 2010. If the division is not able to start spending this grant award immediately, there is a high probability that we would forfeit these federal funds, as well as not being able to launch and complete the project goals as indicated above.

If funding is approved for FY2011, the Department will request a one-time ARRA increment during the FY2012 Governor's Budget process.

Legislative Fiscal Analyst Comment: Delaying the approval of this RPL will not jeopardize the Department's ability to implement this program (\$3.3 million of ARRA authorization is included in this allocation's FY11 budget). However, because the Department is required to initiate activities within 120 days of the notice of grant award (an August LB&A Committee meeting is past this deadline), authorization that was appropriated for other purposes will have to be used. The advantage of approving this as a separate RPL (rather than using existing authorization) will ensure that ARRA appropriations are easier to track.

BUDGETARY ISSUES

The FY2011 Department's priorities for health and wellness include prevention of disability and death caused by lifestyle choices and chronic conditions. This funding will support the Department's goals related to healthy people in healthy communities, plus assist the division to implement its strategic plan.

Better Choices, Better Health; workshops run for two and one-half hours a week for six weeks, and covers a range of health topics; such as, healthy eating, relaxation techniques, managing fatigue, low impact exercising, managing medications, problem solving, goal setting and working with your health professional. Workshops are facilitated by two trained leaders, one or both of whom have chronic conditions.

The chronic disease self-management program (CDSMP) was developed at Stanford University in the 1990's for people with chronic conditions. Long-term studies have shown that persons who take the class are able to manage their symptoms better and communicate more easily with their doctors and loved ones. Participants report that they feel better, are less limited by their illness, and spend less time at the doctor or in the hospital. The class focuses on building skills related to managing one's health. Classes are highly participative; mutual support and success build the participants' confidence in their ability to manage their health and maintain active and fulfilling lives.

If this pilot project is successful, the Division of Public Health will apply for additional federal funds, if they become available.

Legislative Fiscal Analyst Comment: According to the agency, future federal funds for this program is uncertain but achieving positive results may increase its ability to receive future funding. If federal funding is not received the Department will not continue the program.

There are no funds for state positions. State personal services expenditures are used as in-kind match for this federal grant. Below is the proposed line item budget for these funds.

	PERSONAL SERVICES	TRAVEL	SERVICE CONTRACTS	SUPPLIES	GRANTS	INDIRECT	TOTAL
	71000	72000	73000	74000	77000		
FY11		\$2,500	\$16,000		\$12,000	\$0	\$30,500
FY12		\$2,500	\$11,500		\$ 5,500	\$0	\$19,500
Total:		\$5,000	\$27,500		\$17,500	\$0	\$50,000

A one- time ARRA incremental request for \$19.5 will be requested during the FY2012 Governor's Budget Process. Approval to receive this grant award is not expected to impact future general funds needs.

**Department of Health and Human Services
Administration On Aging
Notice of Award (NOA)**

1. RECIPIENT

SAI NUMBER:

PMS DOCUMENT NUMBER:
90RA000301

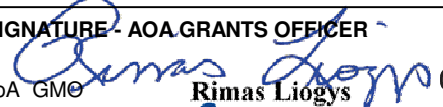


1. AWARDING OFFICE: Administration On Aging		2. ASSISTANCE TYPE: Coop agreement		3. AWARD NO.: 90RA0003/01		4. AMEND. NO.: 1	
5. TYPE OF AWARD: DEMONSTRATION			6. TYPE OF ACTION: Revision (*)			7. AWARD AUTHORITY: P.L.111-5	
8. BUDGET PERIOD: 03/31/2010 THRU 03/30/2012			9. PROJECT PERIOD: 03/31/2010 THRU 03/31/2012			10. CAT NO.: 93725	
11. RECIPIENT ORGANIZATION: State of Alaska, Dept. of Health & Social Services Health & Social Services 350 Main Street, Rm 427 Juneau AK 99811 Ashli Meek, Office Assistant II						12. PROJECT / PROGRAM TITLE: Alaska CDSMP project	
13. COUNTY: JUNEAU		14. CONGR. DIST: 01		15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR: Barbara Stillwater , Program Manager			
16. APPROVED BUDGET:				17. AWARD COMPUTATION:			
Personnel..... \$ 0				A. NON-FEDERAL SHARE..... \$ 0 0.00 %			
Fringe Benefits..... \$ 0				B. FEDERAL SHARE..... \$ 50,000 100.00 %			
Travel..... \$ 5,000							
Equipment..... \$ 0				18. FEDERAL SHARE COMPUTATION:			
Supplies..... \$ 0				A. TOTAL FEDERAL SHARE..... \$ 50,000			
Contractual..... \$ 45,000				B. UNOBLIGATED BALANCE FEDERAL SHARE.....\$			
Facilities/Construction..... \$ 0				C. FED. SHARE AWARDED THIS BUDGET PERIOD.\$ 50,000			
Other..... \$ 0				19. AMOUNT AWARDED THIS ACTION:			
Direct Costs..... \$ 50,000				\$ 0			
Indirect Costs..... \$ 0				20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:			
At _____ % of \$ _____				\$ 50,000			
In Kind Contributions..... \$ 0				21. AUTHORIZED TREATMENT OF PROGRAM INCOME:			
Total Approved Budget(**).. \$ 50,000				ADDITIONAL COSTS			
				22. APPLICANT EIN: 1-926001185-E9		23. PAYEE EIN: 1-926001185-E9	
				24. OBJECT CLASS: 41.45			

25. FINANCIAL INFORMATION:

DUNS: 809386543

26. REMARKS:

Paid by DHHS Payment Management System (PMS), see attached for payment information.
This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
For the full text of the award term, go to http://www.acf.hhs.gov/grants/award_term.html.
(**) Reflects only federal share of approved budget.
All previous terms and conditions remain in effect.(*) Other (see following remarks):
This action approves grantee's revised budget. All funds are now available for expenditure

27. SIGNATURE - AOA GRANTS OFFICER  AoA GMO Rimas Liogys		DATE: 06/02/2010		28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY  George S. Hagy		DATE: 06/02/2010	
29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S)  Edwin L. Walker, Deputy Asst Sec For Policy and Programs				DATE: 06/02/2010			

PAYMENT INFORMATION

Payment under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the Division of Payment Management (DPM), Program Support Center (PSC), which will forward instructions for obtaining payments. Inquiries regarding payments should be directed to:

Regular Mailing Address:

DHHS Program Support Center
Division of Payment Management
P.O.Box 6021
Rockville, Maryland 20852

Overnight Mailing Address:

DHHS Program Support Center
11400 Rockville Pike
Rockwall Building #1, Suite 700
Rockville, MD 20852

Phone: (877) 614-5533 (7:30 am to 6:00 pm ET except Federal Holidays)

Fax: (301) 443-8362

E-Mail: PMSSupport@psc.gov

**Department of Health and Social Services
Division of Public Assistance, Work Services Component**

Subject of RPL: TANF Emergency Funding	ADN/RPL #: 06-1-0103
Amount requested: \$ 2,300,000	Appropriation Authority: Sec 1, Ch 41, SLA 10, pg 23, ln 32
Funding source: 100% Federal Stimulus: ARRA-Operating	Statutory Authority: AS 47.27

PURPOSE

The Division of Public Assistance (DPA), Work Services component is requesting \$2,300.0 federal Economic Stimulus (ARRA) funds for the Alaska Temporary Assistance Program (ATAP- not the component).

The American Recovery Reinvestment Act of 2009 (ARRA) established the Emergency Contingent Fund for State Temporary Assistance for Needy Families (TANF) Programs. These federal Emergency Funds are available to States that have experienced an increase in their TANF caseloads and expenditures for basic assistance in FFY2009 or FFY 2010. TANF Emergency Funds are intended to build on and renew the principles of work and responsibility that are the basis for welfare reform, by providing resources to support work and families during this difficult economic period. Uses of the Emergency Funds are limited to allowable activities and services, and benefits that fall under the purposes of TANF.

PREVIOUS LEGISLATIVE CONSIDERATION

This is a new request for SFY2011. ARRA funds for ATAP have not been previously been available to Alaska; therefore, have not been considered or appropriated by the legislature.

TIMING ISSUES

DPA has applied for the \$2,300.0 in TANF Emergency Contingency funds and anticipates that Alaska will qualify, as a result of the increase in the number of families receiving assistance in SFY2010. These funds will be utilized in the 4th quarter of FFY2010 (quarter ending 9/30/10- 1st quarter of SFY2011).

A portion, \$400.0 of these funds are planned to be used in collaboration with the Summer Youth Employment Program that the Department of Labor sponsors, effective July 1, 2010. If this approval is delayed until the next LB&A meeting, DPA would lose the ability to assist the Department of Labor program efforts, and the delay DPA's ability to apply these funds to FFY2010 activities.

Authority to receive the TANF Emergency Funds was not included in the FY2011 Governor's Operating budget, because it was unknown until recently whether the increase in ATAP expenditures would meet the criteria to apply for the emergency funds. The amount of TANF funding a State may qualify to receive is determined by comparing each quarter of expenditures in FFY2009 and FFY2010 to the same quarter in either of two base years, FFY2007 or FFY2008.

BUDGETARY ISSUES

Alaska's TANF Program is known as the Alaska Temporary Assistance Program (ATAP). The number of families receiving ATAP began to increase in SFY2009, the first increase in the caseload since the program began in July 1997. In SFY2010, the number of families receiving ATAP increased overall by approximately 5% compared to FY2009.

DPA began seeing a slight (3%) increase in the ATAP caseload and expenditures for basic assistance in the first quarter of FFY2010 (July – Sept. 2009), which continued growing in subsequent quarters. The average number of families receiving ATAP assistance in the first quarter of SFY2010 was 3,064 compared to 2,963 in the first quarter of SFY2009; an average of 3,075 families received ATAP assistance in the 2nd quarter of SFY2010, compared to 2,801 in SFY2009. The division has been working with the federal Administration for Children and Families (ACF) to provide the appropriate data to request the TANF Emergency Funds based on the increase in the ATAP caseload. DPA has also been working with partner agencies on potential projects to increase employment opportunities for families on Temporary Assistance and provide the supports they need to be successful in these activities.

Approval of this federal authorization will allow the division to provide increased services and supports to families in SFY2011. The division plans to invest these TANF Emergency funds in work and job readiness activities, work supports and intensive case management services through pay-for-performance contracts, and opportunities for engagement in work activities in SFY2011.

Particular efforts will be focused on families with two parents who must participate in work activities at a higher level in order to meet federal work requirements of the TANF block grant. The Emergency Funds allow the division to preserve “base” TANF Block Grant funds that would otherwise be spent for work services. Increased services that promote improved work participation by this group of families will help the Alaska avoid federal financial penalties.

The division also plans to use the Emergency funds to boost funding for the Department of Labor and Workforce Development Summer Youth Employment Program available that provides training and work opportunities for young adults (parents and youth) ages 14-24.

If this request is delayed or denied the DPA will not be able to utilize the opportunity to invest additional federal funding available during the difficult economic period to enhance services and supports that help Alaskans eligible for Temporary Assistance to become self-supporting and reduce their need for relying on public assistance benefits.

Line Item	Requested ARRA appropriation	Programs
73000	1,900.0	Employment and Self Sufficiency Services for Families on the Alaska Temporary Assistance Program
73000	400.0	RSA with Dept of Labor Summer Youth program
TOTAL	2,300.0	

It is anticipated that the funds will be available once ACF approves the divisions request and LB&A approval. No State General Funds (GF) will be used, nor is any GF match required to receive the TANF Emergency Funds.



U.S. Department of Health and Human Services

Administration for Children & Families

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Temporary Assistance for Needy Families Program Instruction

U.S. Department of Health and Human Services
Administration for Children and Families
Office of Family Assistance
Washington, DC 20447

No. TANF-ACF-PA-2009-01

Date: April 3, 2009

TO: State, Territory, and Tribal agencies administering the Temporary Assistance for Needy Families (TANF) Program.

SUBJECT: The Emergency Fund for TANF Programs

REFERENCES: Section 403(c) of the Social Security Act.

PURPOSE: To provide initial guidance regarding the newly established Emergency Fund.

BACKGROUND:

On February 17, 2009, the President signed the American Recovery and Reinvestment Act of 2009 (Recovery Act), which establishes the Emergency Contingency Fund for State TANF Programs (Emergency Fund) as section 403(c) of the Social Security Act (the Act). This legislation provides up to \$5 billion to help States, Territories, and Tribes in fiscal year (FY) 2009 and FY 2010 that have an increase in assistance caseloads or in certain types of expenditures. The Recovery Act made additional changes to TANF – extending supplemental grants through FY 2010, expanding flexibility in the use of TANF funds carried over from one fiscal year to the next, and adding a hold-harmless provision to the caseload reduction credit for States and Territories serving more TANF families. This policy announcement only addresses the Emergency Fund.

The Emergency Fund is intended to build upon and renew the principles of work and responsibility that underlie successful welfare reform initiatives. Like other provisions of the Recovery Act, the Emergency Fund provides resources to States, Territories, and Tribes to support work and families during this difficult economic period.

The same financial and programmatic rules pertaining to the appropriate use of the jurisdiction's Federal TANF block grant funds also apply when using the emergency funds. This also means that all TANF requirements, including work participation requirements and time limits, apply to families receiving assistance with emergency funds exactly as they do to families receiving other Federal TANF-funded assistance.

The Emergency Fund should not be confused with the TANF Contingency Fund in section 403(b) of the Act that currently provides money to qualifying States (but not Territories or Tribes) during an economic downturn.

The Recovery Act calls on the Secretary of Health and Human Services (HHS) to implement the Emergency Fund “as

quickly as possible pursuant to appropriate guidance.” In that spirit, we are issuing this policy announcement to provide preliminary guidance to help agencies administering TANF programs understand the maximum emergency funding they can receive and the information we anticipate requiring of them to determine the amounts for which they qualify. Agencies may apply for these funds immediately by submitting the information described in the statute while we work to develop specific reporting forms and instructions.

SUMMARY OF EMERGENCY FUND STATUTE:

Emergency Fund grants are available to States, Territories, and Tribes (referred to collectively in this guidance as “jurisdictions”) if they meet any of the following three conditions for a quarter during FY 2009 or FY 2010:

1. The jurisdiction's average monthly assistance caseload in the quarter is higher than its average monthly assistance caseload for the corresponding quarter of the Emergency Fund base year, and its expenditures for basic assistance in the quarter are higher than its expenditures for such assistance in the corresponding quarter of the Emergency Fund base year.
2. The jurisdiction's expenditures for non-recurrent short-term benefits in the quarter are higher than its expenditures for such benefits in the corresponding quarter of the Emergency Fund base year.
3. The jurisdiction's expenditures for subsidized employment in the quarter are higher than such expenditures in the corresponding quarter of the Emergency Fund base year.

For each category above, a jurisdiction that qualifies may request 80 percent of the amount by which Federal TANF expenditures and qualified State expenditures (i.e., maintenance-of-effort (MOE)) in the quarter for which it is requesting emergency funds exceed such expenditures in the corresponding base-year quarter. Under the law, the Emergency Fund base year is the lesser of FY 2007 or FY 2008 for a category. In other words, for the first category it is the year with the lower average monthly assistance caseload; for the second, it is the year with the lower non-recurrent short-term benefit expenditures; for the third, it is the year with the lower subsidized employment expenditures. A jurisdiction may request emergency funds under any or all of the three categories.

The law imposes a cumulative cap on the amount of emergency funding that a jurisdiction can receive for the two-year period. Cumulative combined grants from the existing Contingency Fund (section 403(b)) and the Emergency Fund (section 403(c)) cannot exceed 50 percent of the jurisdiction's annual Federal TANF family assistance grant. For example, if a State's Federal TANF family assistance grant is \$100 million, the State could receive no more than \$50 million in funding from both the TANF Contingency Fund and the Emergency Fund combined during the two-year period. We have included a table (Attachment A) listing the maximum funding that each jurisdiction could receive from the Emergency Fund. Any State that receives contingency funds in FY 2009 or FY 2010 should subtract those contingency funds from the maximum listed in the table.

The statute also specifies that this new Emergency Fund is disregarded from the limitation on total payments to Territories in sections 1108(a) and (c) of the Act. This means that Puerto Rico, Guam, and the Virgin Islands may apply for and receive emergency funds if eligible, even if the Territory has reached its payment ceiling for that fiscal year.

The Recovery Act gives HHS authority to make appropriate adjustments to caseload and expenditure data on a jurisdiction-by-jurisdiction basis to ensure that the data are comparable “with respect to the groups of families served and the types of aid provided.” It also allows us to develop a mechanism for collecting expenditure data that includes reasonable estimates and permits us to set deadlines for revising data. We discuss our expected policies concerning adjustments below.

Emergency Fund grants are Federal TANF funds, and, under the Recovery Act, a jurisdiction must use these funds in accordance with section 404 of the Act. Please note that this does not include authority to transfer emergency funds to either the Social Services Block Grant or the Child Care and Development Block Grant because that transfer authority is limited to grants made under section 403(a) of the Act. Emergency funds are available until expended. Per section 404(e) of the Act, a jurisdiction may carry over emergency funds for use in a succeeding fiscal year.

HHS IMPLEMENTATION EXPECTATIONS:

Purpose of Emergency Funds

As we explained above, the Emergency Fund provides grants equal to 80 percent of a jurisdiction's increased TANF and MOE expenditures on basic assistance, non-recurrent short-term benefits, and subsidized employment – all forms of aid that can help families unable to find jobs or with low earnings weather this difficult economic time. We would like to stress the flexibility inherent in these funds and urge you to consider carefully the best way to make use of this opportunity to help needy families. For example, a jurisdiction could: find ways to make its basic assistance programs more accessible; expand short-term emergency help to needy families facing eviction, utility shut-offs, or the need to pay a security deposit to secure housing; and expand subsidized employment programs that can provide wage-paying jobs when too few exist in the private labor market.

Definitions

Because the statute uses terminology already defined in current regulations and data collection instruments, we anticipate using these existing definitions. For your convenience, we have included these definitions as Attachment B.

Expenditure Data

We expect to ask jurisdictions to report expenditure data directly on an application form to request emergency funds. The intent is to reflect expenditures made for a quarter (as opposed to those reported in a quarter, for example on Form ACF-196). Expenditures during a quarter, whether during the base year or for a quarter for which a jurisdiction is requesting emergency funds, should reflect the amount actually expended (or estimated to be expended) for that particular quarter, irrespective of when the expenditures were claimed on the applicable financial report. For example, the expenditures for basic assistance should equal the amount that the jurisdiction paid to provide basic assistance benefits to families for the quarter. While expenditures you submit to apply for emergency funds should be consistent with those you report on your respective TANF financial reports (e.g., the ACF-196 for States), they may not be the same as the amounts reported on any given quarter's financial report. This is because those TANF financial reports often reflect adjustments to prior data and because the timing of claims on those reports does not necessarily have to correspond to the period of expenditure.

Under the current State TANF Financial Report (ACF-196) and respective reports for Territories and Tribes, a jurisdiction may have reported similar expenditures in several different categories. For example, a jurisdiction could report "emergency cash assistance" under a category called "Other" or under "Non-recurrent short-term benefits." When applying for emergency funds, it is important for a jurisdiction to submit expenditure data that is comparable for each quarter of the base year and for each quarter for which it is requesting emergency funds, regardless of the categories it used for those expenditures on its TANF Financial Report. We anticipate that a jurisdiction would only report this way on the form we are developing to implement the Emergency Fund; it would not have to modify past TANF Financial Data reports, as those reports are not used in awarding emergency funds.

Estimates

To facilitate the awarding of funds as quickly as possible, we anticipate that we will accept reasonable estimates for caseload and expenditure data. We intend to review these estimates and compare them to prior reported data. If a jurisdiction estimates a substantial increase in expenditures, we would expect it to explain the nature of the change it has made to its program. We expect to allow a jurisdiction to submit such estimated data up to one month before the beginning of a quarter. A jurisdiction would then revise these estimates on subsequent quarterly submissions until it has submitted final caseload and expenditure figures. The form and instructions we are developing will specify timeframes for submitting final data. As jurisdictions revise these data, we would revise the award amounts accordingly.

Adjustments

The statute gives HHS the authority to adjust caseload and expenditure data to ensure that comparisons between the request year and the base year are valid – that is, that the comparison is “apples to apples.” This adjustment language is intended to ensure that a jurisdiction that has made changes to the structure of its program or funding sources has neither a disadvantage nor an advantage because of those changes. Without the adjustment provision, a jurisdiction could fail to qualify for emergency funding if, for example, it began a solely State-funded assistance program after October 1, 2006. Similarly, a jurisdiction could be awarded more emergency funds than it should reasonably receive if it were to end a solely State-funded assistance program that had been in place in the base year and did not make the appropriate adjustments.

If a jurisdiction has not changed the structure of its programs in any of the three categories since the beginning of the base year, there may be no need to adjust its caseload or expenditure data. For a jurisdiction that has made structural changes in these programs, we may need to adjust data to ensure that the two periods are comparable. In general, we expect to adjust a jurisdiction’s base-year data so that it is comparable to the program it now operates. For example, if a jurisdiction established a solely State-funded assistance program since October 1, 2006, then it would need to provide estimates of what its caseload and assistance expenditures would have been if the solely State-funded program now in place had existed in the base year. Similarly, if a jurisdiction ended a solely State-funded assistance program and those families were now served in TANF, an adjustment to the base year also would be in order. Or, suppose a jurisdiction had a non-recurrent short-term program (e.g., a front-end or “pre-TANF” program) in place in the base year but terminated that program and now provides all newly approved applicants with standard TANF/MOE assistance. In this case, we would likely adjust the jurisdiction’s base-year caseload and expenditure data – both the basic assistance expenditures and the non-recurrent short-term benefits expenditures – to account for this program change and ensure that the data in the request quarter and the base-year quarter are comparable.

Similarly, we expect to adjust data so that a jurisdiction is neither rewarded nor penalized in the amount of emergency funds it receives due to the timing of its expenditures. For example, suppose a jurisdiction paid its subsidized employment contractor in a different quarter in the request year from the base year, making it appear as though the program grew when it did not. In such a case, we would likely make adjustments to smooth out the expenditures across quarters to represent more fairly and accurately the spending in that category in the two years. It is difficult for us to anticipate every possible scenario in which we might need to adjust data, but our guiding principle is that the Emergency Fund is intended to provide jurisdictions that increase expenditures in any of these areas with additional funding; the adjustment language will help us ensure that we carry out this mandate.

For a year in which a jurisdiction requests emergency funds in any quarter, we anticipate that it will need to provide expenditure data for all four quarters in each of the categories for which it is requesting funding, although not necessarily as part of its initial request. This will help us assure that the timing of expenditures is not a factor in the award.

It is important to understand that we are only proposing to adjust data related to shifts of expenditures affecting the three funding categories, including shifts into or out of a solely State-funded program. For example, a change to a time limit or sanction policy that restricts eligibility or a change to earnings disregards or family grants that expands eligibility would not require adjustment. The Emergency Fund is intended to provide extra help where a jurisdiction faces increased costs for basic assistance, non-recurrent short term benefits, or subsidized employment. If caseloads or expenditures fall or rise because of policy changes unrelated to a funding shift, we think those policy changes are accurately reflected in basic expenditure and caseload data and do not warrant any adjustment.

Timing

HHS will work cooperatively with jurisdictions to implement the Emergency Fund provisions as quickly as possible. The Department understands that many jurisdictions need these funds to maintain and expand essential benefits and services. We will respond to questions about the provision in a timely fashion and review the data submitted for both the base year and request quarters promptly. As we indicate below, you should direct your questions to the ACF Office in your Region. Both the ACF Regional and Central Offices will be working closely together to ensure that you have the most accurate and up-to-date information possible.

We are making every effort to expedite the process of making emergency funding available. Although we expect that

the application form will be approved quickly, a jurisdiction may apply for emergency funds before the form has been approved for use by submitting the information described in the statute. At this time, a jurisdiction may apply for the first three quarters of FY 2009. We expect to contact you within two weeks of receiving your request, either to inform you of the amount of your award or to request further information concerning your application.

We will issue further guidance on funding approval in the event that requests for emergency funds exceed the Emergency Fund's appropriation.

Accountability and Oversight

Information submitted in support of a request for emergency funds will be tested for reliability and accuracy. Accordingly, jurisdictions are expected, as required by the Federal regulations at 45 CFR 92.20 and 45 CFR 92.42, to maintain pertinent documentation related to caseload and expenditure data used to support the request for funds, be able to link the information to the relevant reporting and accounting system, and make such information available in a clear and understandable form that can be validated by an auditor.

ATTACHMENTS:

- Attachment A: Maximum Grant Awards under the TANF Emergency Fund
- Attachment B: Definitions of Terms Cited in the TANF Emergency Fund Statute

INQUIRIES:

We anticipate maintaining close contact with you throughout the implementation of the Emergency Fund. Please direct any inquiries to the TANF Program Manager in your Region.

/s/

Ann H. Barbagallo
Acting Director
Office of Family Assistance



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**Department of Labor and Workforce Development
Alaska Vocational Technical Center Component**

Subject of RPL: AVTEC Federal Pell Grant Increase	ADN/RPL #: 07-0-1149
Amount requested: \$ 18,200	Appropriation Authority: Sec. 1, Ch. 12, SLA 2009, page 29, line 18
Funding source: Federal Receipts – Operating	Statutory Authority: AS 44.31.020(7)

PURPOSE

The Department of Labor and Workforce Development, Alaska Vocational Technical Center (AVTEC) component requests \$18,200 of additional federal grants line authorization to accommodate an increase in federal Pell Grants to students.

Students apply for Federal Title IV Pell Grants through the Free Application for Federal Student Aid (FAFSA) process. The students are the actual recipients of the federal funds, with A VTEC being a pass through agency. The US Department of Education (DOE) has increased the maximum Federal Title IV Pell Grant award to post-secondary students in FY 2010. In addition, recently the DOE authorized a second Pell Grant award in FY 2010 for students who had received a Pell Grant award earlier this year.

The original Pell Grant awards issued to students by AVTEC in FY 2010 is \$376,336, plus AVTEC received \$495 for administrative funding. The second Pell Grant award to AVTEC students is \$91,270. Total Pell Grant awards for AVTEC's FY 2010 students will be \$467,606, and total receipts including the administrative funds will be \$468,101. This increase in Pell Grant awards along with the increased number of students that qualify for Pell Grant awards has exceeded AVTEC' s FY 2010 federal authorization of \$450,000.

PREVIOUS LEGISLATIVE CONSIDERATION

The DOE authorization of the second Pell Grant awards has not existed in the past and was not anticipated prior to FY 2010. There have been no previous department requests or legislative appropriations for this change in AVTEC's federal authorization.

TIMING ISSUES

The budgeted federal authorization for Pell Grant awards has been sufficient in past fiscal years. However the increased awards along with the second round of funding cannot be absorbed within existing authorization. The department did review the AVTEC budget and has requested OMB approval for a line item transfer of \$151,000 of budgeted federal contractual authorization to be moved to the grants line to partially accommodate the increased grants funding but we are still short of the total.

If AVTEC does not receive the increased authorization the funds available for future training activities will be reduced. There may also be an issue relating to not disbursing the Pell Awards which could jeopardize AVTEC's qualification as a Title IV funding institution for non-compliance with federal regulations. Losing Title IV Pell Grant award authorization for AVTEC students could reduce the number of Alaskans seeking vocational and technical training at AVTEC because of financial limitations.

Legislative Fiscal Analyst Comment: Although the funding has not been spent, according to the Department, federal regulations require payments to be made *no later than June 28, 2010*. Warrants are

currently being processed and all awarded funds are going to the students. Pending approval of the RPL, AVTEC will make the payments with general fund program receipts.

Legislative Fiscal Analyst Comment: Although federal regulations were finalized on October 29, 2009, the actual amount of the shortfall was not immediately known for a couple of reasons:

- Training for AVTEC staff was not received until April 2010 and then again in May 2010;
- After training was received, updates to the software that assists in processing the federal Pell grants were not available until May 20, 2010; and
- Calculation procedures were established and calculations had to be made for each student based upon their hours of attendance.

According to the Department, once the amount of the shortfall was known, immediate action took place to request additional funding.

BUDGETARY ISSUES

Providing Federal Title IV Pell Grant awards is directly aligned with AVTEC's mission to provide training to prepare state residents for jobs that are Alaska's future. Having the opportunity to receive Pell Grant awards allows students to pay for much of their training costs without having to take out student loans.

Since DOE will reimburse AVTEC for all Pell Grant awards, the federal authorization to receive and disburse these funds will not increase AVTEC's operational costs. AVTEC is a pass-through agency from DOE to post-secondary students. There will be no general fund impact now or in the future from increasing the federal authority for Pell Grant awards.

There will be future budget impact for the federal authorization in AVTEC's operating budget. Next year, the maximum Pell Grant award is increasing by \$400.00 per student. With the second Pell Grant award continuing into the foreseeable future, AVTEC will need increased federal authorization each year to disburse funds to students. An RPL near the beginning of the fiscal year to increase FY 2011 federal authorization levels is anticipated and an increment request to the FY 2012 and future budgets is to be expected.

Legislative Fiscal Analyst Comment: The Department plans to submit an RPL in FY11 to align the authorization with the increased awards.

To obtain the discharge, the recipient (or his or her representative) is required to provide the Department:

A written statement from his or her commanding or personnel officer certifying that the recipient is on active duty status in the U.S. Armed Forces, the date on which that service began, and the date the service is expected to end; and a copy of his or her official military orders and military identification.

The Department would notify a TEACH Grant recipient of the decision reached on his or her request for a partial or full discharge of the teaching service obligation. The grant recipient is responsible for fulfilling any teaching service obligation that is not discharged.

We estimate that the final regulations will increase burden for institutions in OMB Control Number 1845-0083. The Department will submit an 83-C incorporating the changes after the final regulations have published.

Federal Pell Grant Program

Two Federal Pell Grants in an Award Year

Section 690.67(a)—Student Eligibility for a Second Scheduled Award

The final regulations amend § 690.67(a) to provide that a student is eligible for a second Scheduled Award if the student is enrolled for credit or clock hours attributable to the student's second academic year in the award year, and is enrolled as at least a half-time student in a program leading to a bachelor's or associate degree or other recognized educational credential (such as a postsecondary certificate or diploma), except as provided for students with intellectual disabilities. To the extent that the institution will be reporting these second Scheduled Award Pell disbursements via the Common Origination and Delivery (COD) system, there will be some additional burden for institutions.

We estimate that the regulations will increase burden for institutions by 47,432 hours in OMB Control Number 1845-NEW5.

Section 690.67(b)—Transfer Students

The final regulations in § 690.67(b) provide that an institution determine the credit or clock hours that a transfer student has earned at a prior institution during the award year based on the Federal Pell Grant disbursements that the student received at the prior institution during the award year in relation to the student's Scheduled Award at that prior institution. The credit or clock hours that the student would be considered to have earned

would be in the same proportion to credit or clock hours in the current institution's academic year as the disbursements that the student has received at the prior institution in the award year are in proportion to the student's Scheduled Award at the prior institution.

To the extent that the institution will be reviewing the transfer records of these students and subsequently reporting second Scheduled Award Pell disbursements via the Common Origination and Delivery (COD) system, there will be some additional burden for institutions.

We estimate that the final regulations will increase burden for institutions by 14,400 hours in OMB Control Number 1845-NEW5.

Section 690.67(c)—Special Circumstances

The final regulations in § 690.67(c) provide that in a payment period where there is insufficient remaining eligibility from the first Scheduled Award to make full payment for the payment period, a financial aid administrator may waive the requirement that a student complete the credit or clock hours in the student's first academic year in the award year due to circumstances beyond the student's control. The financial aid administrator is required to make and document the determination on an individual basis.

To the extent that the institution will be documenting these special circumstances and subsequently awarding second Pell grants, the institutions will be reporting the second Pell disbursements via the Common Origination and Delivery (COD) system, there will be some additional burden for institutions.

Section 690.67(d)—Nonapplicable Credit or Clock Hours

The final regulation in § 690.97(d) states that, in determining a student's eligibility for a second Scheduled Award in an award year, an institution may not use credit or clock hours that the student received based on Advanced Placement (AP) programs, International Baccalaureate (IB) programs, testing out, life experience, or similar competency measures.

To the extent that institutions will be making determinations about the applicability of AP, IB, or other non-applicable courses, institutions will subsequently award second Pell grants and thereafter report Pell disbursements via the Common Origination and Delivery (COD) system, thus there will be some additional reporting burden for institutions.

We estimate that the final regulations will increase burden for institutions by 2,032 hours in OMB Control Number 1845-NEW5.

Section 690.64—Payment Period in Two Award Years

The final regulation in § 690.64 states that, if a student is enrolled in a crossover payment period as a half-time or less-than-half-time student, the current requirements generally apply.

If a student is enrolled as a three-quarter-time or full-time student, an institution must consider the payment period to be in the award year in which the student would receive the greater payment for the payment period based on the information available at the time that the student's Federal Pell Grant is initially calculated. If the institution subsequently receives information that the student would receive a greater payment for the payment period by reassigning the payment to the other award year, the institution is required to reassign the payment to the award year providing the greater payment within specified time frames.

A student may request that the institution place the payment period in the award year that can be expected to result in the student receiving a greater amount of Federal Pell Grants over the two award years in which the payment period is scheduled to occur. If the student makes that request, the institution must assign the payment period to that award year.

To the extent that the institution will be reviewing enrollment status in each of the two award years and making determinations about which award year must be used and subsequently reporting these second Scheduled Award Pell disbursements via the Common Origination and Delivery (COD) system, there will be some additional burden for institutions.

We estimate that the final regulations will increase burden for institutions by 33,881 hours in OMB Control Number 1845-NEW5.

Section 690.63(h)—Payment From Two Scheduled Awards

Under the final regulations in § 690.63(h), if a student is eligible for the remaining portion of a first Scheduled Award in an award year and for a payment from the second Scheduled Award, the student's payment would be calculated using the annual award for his or her enrollment status for the payment period. The student's payment would be the remaining amount of the first Scheduled Award being completed plus an amount from the second Scheduled Award in

the award year up to the total amount of the payment for the payment period.

We estimate that the final regulations will increase burden for institutions by 8,471 hours in OMB Control Number 1845-NEW5.

Part 692 Leveraging Educational Assistance Partnership Program

Section 692.21(k)—Notification to Students of LEAP Grant Funding Sources

The final regulations require that the State program notify eligible students that grants under the LEAP Grant Program are (1) LEAP Grants and (2) funded by the Federal Government, the State, and, where applicable, other contributing partners.

The implementation of the final regulations for the changes to LEAP and the introduction of the GAP program will increase burden to States. We estimate that the burden in these final regulations will be associated with the application and performance report forms under development. These forms will be developed after the final regulations are published to ensure that the forms comport with the finalized requirements. The new forms will be submitted to OMB for approval under OMB Control Number 1845-NEW7.

Section 692.100—Requirements a State Must Meet To Receive GAP Funds

The final regulations in § 692.100 describe the requirements that a State must meet to receive an allotment under this program including submitting an application on behalf of a partnership and serving as the primary administrative unit of the partnership. Under § 692.100(a)(6), a State must include in its application the steps it plans to take to ensure, to the extent practicable, that students who receive a LEAP Grant under GAP would persist to degree completion.

Under § 692.100(a)(8) a State GAP Program is required to notify eligible students that the grants they receive under GAP are LEAP Grants and that the grants are funded by the Federal Government, the State and where applicable, other contributing partners.

The implementation of the final regulations for the changes to LEAP and the introduction of the GAP program will increase burden to States. We estimate that the burden in these final regulations will be associated with the application and performance report forms under development. These forms will be developed after the final regulations are published to ensure that the forms comport with the finalized requirements. The new forms will be submitted to OMB for approval under OMB Control Number 1845-NEW7.

Section 692.101—Requirements That Must Be Met by a State Partnership

The final regulations in § 692.101(b)(2) provide that a degree-granting institution of higher education that is in a partnership under the GAP Program must recruit, admit, and provide institutional grant aid to participating eligible students as agreed to with the State agency.

The implementation of the final regulations for the changes to LEAP and the introduction of the GAP program will increase burden to States. We estimate that the burden in these final regulations will be associated with the application and performance report forms under development. These forms will be developed after the final regulations are published to ensure that the forms comport with the finalized requirements. The new forms will be submitted to OMB for approval under OMB Control Number 1845-NEW7.

Section 692.111—Purposes for Which a State May Use Its GAP Grant

The final regulations in § 692.111 provide that each State receiving an

allotment shall annually notify potentially eligible students in grades 7 through 12 in the State, and their families, of their potential eligibility for student financial assistance, including a LEAP Grant under GAP, to attend a LEAP-participating institution of higher education.

The notice shall include information about early information and intervention, mentoring, or outreach programs available to the student. The notice shall provide a nonbinding estimate of the total amount of financial aid that an eligible student with a similar income level may expect to receive, including an estimate of the amount of a LEAP Grant under GAP and an estimate of the amount of grants, loans, and all other available types of aid from the major Federal and State financial aid programs. The final notice will also include any additional requirements that the State may require for receipt of a LEAP Grant under GAP.

The implementation of the final regulations for the changes to LEAP and the introduction of the GAP program will increase burden to States. We estimate that the burden in these final regulations will be associated with the application and performance report forms under development. These forms will be developed after the final regulations are published to ensure that the forms comport with the finalized requirements. The new forms will be submitted to OMB for approval under OMB Control Number 1845-NEW7.

Consistent with this discussion, the following chart describes the sections of the final regulations involving information collections, the information being collected, and the collections that the Department will submit to the Office of Management and Budget for approval and public comment under the Paperwork and Reduction Act.

Regulatory section	Information section	Collection
668.14(b)(31)	Providing that an institution that conducts a teach-out at a site of a closed institution may, under certain conditions, establish that site as an additional location (see sections 487(f) and 498 of the HEA).	OMB 1845-0022. There will be an increase in burden of 160 hours.
668.18	Establishing requirements under which an institution must readmit servicemembers to the same academic status they had when they last attended the institution (see section 484C of the HEA).	OMB 1845-NEW1. There will be a new collection. A separate 60-day Federal Register notice will be published to solicit comments. There will be an increase in burden of 1,513 hours.
668.23(d)(4)	Adds new requirements to include in the audited financial statement footnote the non-Federal and Federal revenue that was included in the 90/10 calculation.	OMB 1845-0038. There will be an increase in burden of 165 hours.
668.28	Establishing new requirements for determining how proprietary institutions calculate the amount and percent of revenue derived from sources other than Title IV, HEA program funds (see section 487(d) of the HEA).	OMB 1845-NEW2. There will be a new collection. A separate 60-day Federal Register notice will be published to solicit comments. There will be an increase in burden of 3,088 hours.



U.S. DEPARTMENT OF EDUCATION
COMMON ORIGINATION & DISBURSEMENT

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Relationships
Balance Confirmation
Request Post
Deadline/Extended
Processing
Correspondence
Report Selection

School Funding Information

ALASKA VOCATIONAL TECHNICAL CENTER ⓘ

Funding Information

Program	PELL	Award Year	'09-'10
Entity ID	28259481		
Initial CFL	\$77,979.00		
Current CFL	\$465,751.31		
Previous CFL	\$376,336.31		
CFL Adjustment	\$89,415.00		
Last CFL Change Date & Time	06/04/2010 22:21:31		
Available Balance	\$324,403.56		
Cash > Net Accepted & Posted Disbursements	(\$324,403.56)		
Net Accepted & Posted Disbursements	\$465,751.31		
Net Drawdowns	\$141,347.75		
Total Unduplicated Recipients	99		
Total Unduplicated Recipients Paid	96		
Total ACA	\$480.00		
Last ACA Payment Date	03/22/2010		

AJE 10-021	\$141,347.75
AJE10-101	\$164,123.56
AJE 10-162	\$72,096.00
AJE 10-163 (R2T4)	(\$1,231.00)
Year Round Pell - June 2010	\$91,270.00
TOTAL FY10 Pell Awards	\$467,606.31

Jun 08 2010 16:09 EDT

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13:08:21 Thursday, June 10, 2010

FDE 520-50: APPROPRIATION BUDGET

B 2309355 S 0002

TRANS CODE MINOR 50

ADDITIONAL AUTH RD _____

DOCUMENT NUMBER AA23093550002

SOURCE RD CODE 7250

BATCH EFF DATE 06/10/2010

TOTAL AMOUNT _____

SPREAD AMT (Y/N) N

DESCRIPTION LONG INCREASE FEDERAL AUTHORIZATION FOR _____

FEDERAL PELL GRANT AWARDS _____

AK VOC COMP, AK VOC TECH RDU ADN0701149 _____

FISCAL PERIOD CODE C BUDGET TYPE SUP DENOMINATOR _____ POSTING MONTH ____

FIN	AMOUNT	SY	CC	PGM	LC	ACCT	FY	NMR	MORE	FINS	N
1	18200.00	10	7715630			77000	10				
	LINE DESC AR28710										
2	-18200.00	10	7715630			51010	10				
	LINE DESC AR28710										
3											
	LINE DESC										
4											
	LINE DESC										

Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10---PF11---PF12---
UPDAT QUIT SUBMT ERRS BASE FINS PFKYS HELP

University of Alaska

Subject of RPL: NSF: NASA: “Operation Ice Bridge”	ADN/RPL #: 45-0-1148
Amount requested: \$ 321,434	Appropriation Authority: Sec 4, Ch. 17, SLA 2009, page 9, lines 12-16
Funding source: 100% Federal Stimulus: ARRA 2009 – Capital	Statutory Authority: AS 14.40.40

PURPOSE

The requested federal stimulus receipt authority will allow the University of Alaska to accept the following award: NSF: NASA: “Operation Ice Bridge” in the amount of \$321,434 beginning 05/19/2010, contract number NNG10HP05C.

PREVIOUS LEGISLATIVE CONSIDERATION

The project was not previously considered. It is a new multi-year federal award received after May 14, 2010 and has not been requested as part of the University’s budget.

TIMING ISSUES

On February 17, 2009, President Obama signed into law the American Recovery and Reinvestment Act of 2009, which authorized short-term federal spending, designed to stimulate the American economy. Federal stimulus receipt authority was not included in the FY10 budget because ARRA funding was not available for application until February 17, 2009.

BUDGETARY ISSUES

This project is directly aligned with the University of Alaska’s long term plans and missions for the University of Alaska Fairbanks: “The University of Alaska Fairbanks, the nation’s northernmost Land, Sea and Space Grant University and international research center, advances and disseminates knowledge through teaching, research and public service with an emphasis on Alaska, the circumpolar North and their diverse peoples. UAF – America’s Arctic University – promotes academic excellence, student success and lifelong learning”.

No State General Funds will be used, nor is any match required. The federal stimulus funds will be expended during the period FY10 through FY11. This request adds an additional \$321,434 to the University’s existing federal economic stimulus authority for competitive, discretionary, and incentive grants capital project appropriation contained within Sec. 4, Ch. 17, SLA 2009.

A copy of the award document is attached.

Legislative Fiscal Analyst Comment: This RPL requests approval to spend additional stimulus funds received through a competitive process; no stimulus funds will be diverted from other Alaska projects and no general funds are required. As of May 14, 2010, the University of Alaska has been awarded and the Legislative Budget & Audit Committee has approved 65 grants totaling \$189.1 million in stimulus funds for capital, plus \$5.2 million for operating related to Federal College Work Study and Federal Pell Grants. There are also 39 proposals pending totaling \$62.7 million for federal ARRA funds.

ARRA Stimulus Funds

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 31	
2. CONTRACT (Proc. Inst. Ident.) NO. NNG10HP05C				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		CODE GSFC		6. ADMINISTERED BY (If other than Item 5) NASA/Goddard Space Flight Center Procurement Operations Division Keith J. Long Mail Code 210.5 Keith.Long@nasa.gov Greenbelt MD 20771		CODE GSFC	
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) UNIVERSITY OF ALASKA FAIRBANKS ADMINISTRATIVE SERVICES CTR RM 109 FAIRBANKS AK 99775-7880				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT NT30			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
CODE 3R2B4		FACILITY CODE					
11. SHIP TO/MARK FOR Torry Johnson NASA/Goddard Space Flight Center 8800 Greenbelt Rd Code 614.0 Bldg 33 Rm 119A Greenbelt MD 20771		CODE GSFC		12. PAYMENT WILL BE MADE BY NASA/Shared Services Center Financial Management Division (FMD) Accounts Payable Bldg 1111, C Road NSSC-AccountsPayable@nasa.gov Stennis Space Center MS 39529-6000		CODE NSSC	
13. 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) ()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$321,434.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	17-29
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	5	X	J	LIST OF ATTACHMENTS	30
X	D	PACKAGING AND MARKING	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	7		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	8		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	9-12		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	13-17				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Makara K. Nevils			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY (Signature of person authorized to sign)				BY (Signature of the Contracting Officer)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNG10HP05C

PAGE 2 OF 31

NAME OF OFFEROR OR CONTRACTOR

UNIVERSITY OF ALASKA FAIRBANKS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
001	This contract contains American Recovery and Reinvestment Act of 2009 funding INCO TERMS 1: FOB INCO TERMS 2: Destination FOB: Destination Operation IceBridge Obligated Amount: \$0.00				321,434.00

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED**

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items in accordance with the below and the Statement of Work incorporated in Section J, "LIST OF ATTACHMENTS", under Attachment A of this contract.

ITEM	DESCRIPTION	REFERENCE	SCHEDULE	QUANTITY
1	Deploy UAF aircraft for Spring flight lines monitoring Alaskan glaciers. Operate UAF altimeter on UAF aircraft.	Clause C.1 Statement of Work, Attachment A	To be completed by June 30, 2010	~15 flight hours
2	Deploy UAF aircraft for Fall flight lines monitoring Alaskan glaciers. Operate UAF altimeter on UAF aircraft.	Clause C.1 Statement of Work, Attachment A	To be completed by September 30, 2010	~45 flight hours
3	Airborne Science Flight Report after each flight which will include a flight report summary, science data report summary, mission log, and individual instrument reports from experimenters on board the aircraft	Clause C.1 Statement of Work Enclosure 1, Attachment A	Via email to a distribution list to be provided prior to the initial flights.	Within 48 hours of each flight
4	Daily Report for flight log each day of aircraft deployment which will include the amount of time the altimeter was running and the amount of data gathered on the flight	Clause C.1 Statement of Work, Attachment A	Once per flight during the May 1-31, 2010 Spring campaign and the August 1-31, 2010 Fall campaign.	Once per flight delivered to the Project Scientist
5	Process data and release Level 1-B data to NSIDC	Clause C.1 Statement of Work, Attachment A	May 16, 2011	10's of MB per 8 hour flight
6	Monthly Progress Reports	Clause H.6 NFS 1852.235-74	By the 15 th day of the month	3 Copies
7	Quarterly Progress Report	Clause H.6 NFS 1852.235-74	By the 15 th day of the month	3 Copies
8	Final Report	Clause H.5, NFS 1852.235-73 ALTERNATE I (FEB 2003)	Contract Completion Date	3 Copies
9	Patent Rights Disclosure Reports (Final)	Clause G.3, FAR 52.227-11, I.1 NFS 1852.227-11	April 30, 2011	As required
10	Financial Management Reporting	Attachment B	By the 15 th day of the month	3 Copies

11	Safety and Health Plan Reporting	Clause H.1 NFS 1852.223-73 and GFSC 52.223-91	As Specified	1 Copy
12	American Recovery and Reinvestment Act (ARRA) Reporting Requirements	Clause I.1, FAR 52.204- 11	No later than the 10 th day after the end of each calendar quarter	3 Copies

(End of Clause)

B.2 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JULY 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0.00 or the overtime premium is paid for work-

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and 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)

B.3 1852.216-81 ESTIMATED COST. (DEC 1988)

The estimated cost for complete performance of this contract is \$321,434.00. See FAR clause 52.216-11, Cost Contract—No Fee Alternate I, of this contract.

(End of Clause)

B.4 1852.232-81 CONTRACTING FUNDING. (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 **\$321,434.00**. This allotment is for **“support to the Operation Ice Bridge Campaign for 2010”** and covers the following period of performance:
Contract Award through May 16, 2011

(b) An additional amount of **\$0.00** is obligated under this contract for payment of fee.

(End of Clause)

B.5 (GSFC 52.232-94) ESTIMATED COST INCREASES (DEC 2005)

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

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

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

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

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

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

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

(End of Clause)

(END OF SECTION)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 STATEMENT OF WORK

The contractor shall provide the personnel, materials, and facilities, except as otherwise specified in this contract, necessary to perform the work and to furnish the items specified in Section B of this contract in accordance with the Attachments in Clause J.1.

(End of Clause)

C.2 (GSFC 52.227-90) LIMITED RIGHTS DATA OR RESTRICTED COMPUTER SOFTWARE (MAR 2008)

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

NONE

(End of Clause)

(END OF SECTION)

SECTION D - PACKAGING AND MARKING

D.1 CLAUSES INCORPORATED BY REFERENCES

[THERE ARE NO CLAUSES IN THIS SECTION]

(END OF SECTION)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCES

52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT- COST-REIMBURSEMENT. (MAY 2001) ALTERNATE I (APR 1984)

E.2 (GSFC 52.246-93) ACCEPTANCE- LOCATION(S) (APR 2008)

The Contracting Officer or authorized representative will accomplish acceptance at the following location:
NASA/Goddard Space Flight Center (GSFC), Greenbelt, MD

<u>Authorized Item</u>	<u>Location</u>	<u>Representative</u>
Clause B.1, 1 - 8	Bldg. 33, Rm A119	Torry Johnson, COTR

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

(End of Clause)

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

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for 2 years after delivery of all items and/or completion of all services called for by the contract.

(End of Clause)

(END OF SECTION)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCES

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

F.2 (GSFC 52.247-94) SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (JUN 2006)

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

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

Marked for:

Technical Officer: Torry Johnson
Code: 614
Building: 33 Room: A119
Contract No. NNG10HP05C

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

(End of Clause)

F.3 PLACE OF PERFORMANCE – RESEARCH AND DEVELOPMENT/SERVICES

The services specified by this contract shall be performed at the following location(s):
Contractors facility, Fairbanks, Alaska

(End of Clause)

F.4 PERIOD OF PERFORMANCE

The period of performance of this contract is from Contract Award through May 16, 2011.

(End of Clause)

(END OF SECTION)

SECTION G - CONTRACT ADMINISTRATION DATA

G. 1 1852.216-87 SUBMISSION OF VOUCHER FOR PAYMENT. (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NASA/Shared Services Center, Financial Management Division (FMD), Accounts Payable, Bldg. 1111, C. Road, Stennis Space Center, MS 39529, 1-877-677-2123.

(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 to: the Auditor.

(2) Reserved

(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/Shared Services Center, Financial Management Division (FMD), Accounts Payable, Bldg. 1111, C. Road, Stennis Space Center, MS 39529, 1-877-677-2123. 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.2 SPECIAL INVOICING INSTRUCTIONS FOR CONTRACTS CONTAINING RECOVERY ACT FUNDS

In addition to the requirements set forth in any payment and invoicing clauses contained within the contract, the following special requirements apply to those contracts with work authorized under the American Recovery and Reinvestment Act (ARRA) of 2009 (herein after referred to as the Recovery Act).

- All requests for payment for work performed subject to the Recovery Act shall be submitted separately from requests for payment for any other work performed under the contract.

- All requests for payment for work on contracts, funded in whole or in part, with Recovery Act funds, shall identify the applicable Contract Line Item Number(s) (CLINs) associated with the supplies or services being invoiced.
- All invoices/vouchers shall be submitted via e-mail with no more than one invoice/voucher per e-mail submission. Invoices shall be submitted to NSSC-AccountsPayable@nasa.gov.
- The NASA Shared Services Center is the Designated Billing Office for Recovery Act invoices, except for cost type contracts where DCAA is designated as the billing office for verification of vouchers.

G. 3 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JULY 1997)

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

Title	Office Code	Address (including zip code)
New Technology Representative	504	NASA Goddard Space Flight Center, Mail Code 504, Greenbelt, MD 20774
Patent Representative	140.1	NASA Goddard Space Flight Center, Mail Code 140.1, Greenbelt, MD 20774

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

(End of Clause)

G.4 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (SEPT 2007)(DEVIATION)

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

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

- (i) Justify the need for the property; -
- (ii) Provide the reasons why contractor-owned property cannot be used;
- (iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;
- (iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and
- (v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

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

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

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

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

(End of clause)

G.5 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (SEPT 2007)

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

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

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

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: [Goddard Space Flight Center, Supply and Equipment Management Branch, Code 273, Greenbelt, MD 20771], unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

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

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

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

(End of clause)

**G.6 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT
(DEVIATION) (SEPT 2007)**

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

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

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

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

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

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

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

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

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

(End of clause)

G.7 TITLE TO PROPERTY (GSFC 52.245-98) (APR 2008)

In accordance with FAR 52.245-1, Alternate II, paragraph (e)(3), title to property (and other tangible personal property) purchased with funds available for research and having an acquisition cost of less than \$5,000 shall vest in the Contractor upon acquisition or as soon thereafter as feasible; provided that the Contractor obtained the Contracting Officer's approval before each acquisition. Title to property purchased with funds available for research and having an acquisition cost of \$5,000 or more shall vest in the Government.

(End of clause)

(END OF SECTION)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE

1852.208-81 RESTRICTION ON PRINTING AND DUPLICATING (NOV 2004)
1852.223-72 SAFETY AND HEALTH (SHORT FORM) (APRIL 2002)
1852.223-73 SAFETY AND HEALTH PLAN (NOV 2004)
1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY. (FEB 2002) ALTERNATE I (FEB 2006)

H.2 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated February 26, 2010 are hereby incorporated by reference in this resulting contract.

(End of Clause)

H.3 1852.225-70 EXPORT LICENSES (FEB 2000)

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

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

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

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

(End of clause)

H.4 1852.235-71 KEY PERSONNEL AND FACILITIES (MARCH 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:

Christopher Larsen (PI)

(End of clause)

H.5 1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS. (DEC 2006) ALTERNATE I (FEB 2003)

(a) The Contractor shall submit to the Contracting Officer a final report that summarizes the results of the entire contract, including recommendations and conclusions based on the experience and results obtained. The final report should include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to explain comprehensively the results achieved under the contract.

(b) The final report shall be of a quality suitable for publication and shall follow the formatting and stylistic guidelines contained in NPR 2200.2, Guidelines for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information. Electronic formats for submission of reports should be used to the maximum extent practical. Before electronically submitting reports containing scientific and technical information (STI) that is export-controlled or limited or restricted, contact the Contracting Officer to determine the requirements to electronically transmit these forms of STI. If appropriate electronic safeguards are not available at the time of submission, a paper copy or a CD-ROM of the report shall be required. Information regarding appropriate electronic formats for final reports is available at <http://www.sti.nasa.gov> under Publish STI - Electronic File Formats.

(c) The last page of the final report shall be a completed Standard Form (SF) 298, Report Documentation Page.

(d) In addition to the final report submitted to the Contracting Officer, the Contractor shall concurrently provide to the Center STI/Publication Manager and the NASA Center for Aerospace Information (CASI) a copy of the letter transmitting the final report to the Contracting Officer. The copy of the letter shall be submitted to CASI at the address listed at <http://www.sti.nasa.gov> under the "Get Help" link.

(e) The data resulting from this research activity is "fundamental research" which will be broadly shared within the scientific community. No foreign national access or dissemination restrictions apply to this research activity. The Contractor may publish, release, or otherwise disseminate data produced during the performance of this contract, including the final report, without prior review by NASA for export control or national security purposes. However, NASA retains the right to review the final report to ensure that proprietary information, which may have been provided to the Contractor, is not released without authorization and for consistency with NASA publication standards. Additionally, the Contractor is responsible for reviewing any publication, release, or dissemination of the data for conformance with other restrictions expressly set forth in this contract, and to the extent it receives or is given access to data necessary for the performance of the contract which contain restrictive markings, for compliance with such restrictive markings.

(End of Clause)

H.6 1852.235-74 ADDITIONAL REPORTS OF WORK - RESEARCH AND DEVELOPMENT. (FEB 2003)

In addition to the final report required under this contract, the Contractor shall submit the following report(s) to the Contracting Officer:

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

(b) *Quarterly progress reports.* The Contractor shall submit separate quarterly reports of all work accomplished during each three-month period of contract performance. In addition to factual data, these reports should include a separate analysis section interpreting the results obtained, recommending further action, and relating occurrences to the ultimate objectives of the contract. Sufficient diagrams, sketches, curves, photographs, and drawings should be included to convey the intended meaning.

(c) *Submission dates.* Monthly and quarterly reports shall be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. No monthly report need be submitted for the third month of contract effort for which a quarterly report is required. No quarterly report need be submitted for the final three months of contract effort since that period will be covered in the final report. The final report shall be submitted within 30 days after the completion of the effort under the contract.

(End of clause)

H.7 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)

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

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

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

Mark the title page with the following legend:

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

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

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

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

paragraph (d) of this clause.

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

- (1) Comply with all specified procedures and obligations, including the
Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
- (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
- (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
- (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

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

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

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

(End of Clause)

H.8 (GSFC 52.223-91) SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (NOV 2009)

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

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

(b) Reporting. The immediate notification and prompt reporting required by paragraph (d) of NFS clause 1852.223-70 shall be to the Goddard Space Flight Center Occupational Safety and Health Division, Code 350, Tel 301-286-7409 and to the Contracting Officer. This should be a verbal notification and confirmed by FAX or E-Mail. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(End of clause)

H.9 RECOVERY ACT REPORTING DATA ELEMENTS

The following data elements are hereby provided for Recovery Act Reporting:

- i) **Award Type:** Cost No Fee (Note: Must select from the pull down menu, the reporting option for "Federally Awarded Contract);"
- (ii) **Award Number:** NNG10HP05C;
- (iii) **Order Number:** Non Applicable;
- (iv) **Funding Agency Name:** NASA Goddard Space Flight Center
- (v) **Funding Agency Code:** 80000002;
- (vi) **Awarding Agency Name:** NASA Goddard Space Flight Center;
- (vii) **Awarding Agency Code:** 80000002;
- (viii) **Government Contracting Office Code:** GSFC0 Goddard Space Flight Center;
- (ix) **Award Date:** TBD;
- (x) **Amount of Award:** \$321,434;
- (xi) **North American Industrial Classification System (NAICS), known as "Activity Code"** at <http://www.FederalReporting.gov>: 541712;
- (xii) **Program Source (Treasury Account Symbol (TAS)) Code** (format will be two digits, a space, and then four digits.: 80 0119;
- (xiii) **Sub Account Number for Program Source (TAS) Code:** Non Applicable

(End of Clause)

(END OF SECTION)

SECTION I - CONTRACT CLAUSES

I.1 Section I Clauses Incorporated by Reference

52.202-1 DEFINITIONS. (JUL 2004)

52.203-3 GRATUITIES. (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

52.203-8 CANCELLATION, RECISSION, 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 TRANSACTION. (SEP 2007)

52.203-15 WHISTLEBLOWER PROTECTION UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)

52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)

52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT REPORTING REQUIREMENTS (MAR 2009)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP2006)

52.215-2 AUDIT AND RECORDS-NEGOTIATION. (MAR 2009) -- ALTERNATE I (MAR 2009) and ALTERNATE II (APR 1998)

52.215-8 ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT. (OCT 1997)

52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS. (OCT 1997) ALTERNATE IV (OCT 1997)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) ALTERNATE I (OCT 2009).

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002) (Substitute (a) Subpart 31.3 for "Subpart 31.2")

52.216-11 COST CONTRACT-NO FEE (APR 1984) ALTERNATE I (APR 1984)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (MAY 2004)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-3 CONVICT LABOR. (JUN 2003)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)

52.222-26 EQUAL OPPORTUNITY. (MAR 2007)

52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERAN, VETERAN, VETERANS OF THE VIETNAM ERA, AND OTHER ELGIBLE VETERANS. (SEP 2006)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS AND DISABILITIES. (JUN 1998)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERAN, VETERAN OF THE VIETNAM ERA, AND OTHER ELGIBLE VETERANS (SEP 2006)

52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)

52.222-54 EMPLOYMENT ELGIBILITY VERIFICATION (SEP 2009)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007) ALTERNATE I (APR 1984)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR. (DEC 2007) (AS MODIFIED BY NFS1852.227-11)

52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)

52.228-7 INSURANCE – LIABILITY TO THIRD PERSON (MAR 1996)

52.230-5 COST ACCOUNTING STANDARDS- EDUCATIONAL INSTITUTIONS (OCT 2008)

52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR 2008)

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

52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)

52.232-25 PROMPT PAYMENT. (OCT 2008) ALTERNATE I (FEB 2002)

52.233-1 DISPUTES (JULY 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)

52.242-1 NOTICE OF INTENT TO DISALLOW COST. (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 V (APR 1984)

52.244-2 SUBCONTRACTS. (JUNE 2007)

52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (DEC 2009)

52.245-1 GOVERNMENT PROPERTY (JUN 2007) ALTERNATE II (JUN 2007)

52.245-9 USE AND CHARGES (JUN 2007)

52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

52.247-63 PREFERENCE FOR U.S. FLAG AIR CARRIERS. (JUN 2003)

52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATION AND OTHER NONPROFIT INSTITUTIONS (SEP 1996)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

1852.216-89 ASSIGNMENT AND RELEASE FORMS (JUL 1997)

1852.219-77 NASA MENTOR – PROTÉGÉ PROGRAM (JUL 2009)

1852.235-70 CENTER FOR AEROSPACE INFORMATION. (DEC 2006)

1852.242-78 EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)

I.2 RIGHTS IN DATA-GENERAL (52.227-14)(DEC 2007) as modified by NASA FAR Supplement 1852.227-14—ALTERNATE II (DEC 2007) AND ALTERNATE III (DEC 2007)

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

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

"Computer software"-

(1) Means

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

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

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

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

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

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

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

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

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

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

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

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

(b) Allocation of rights.

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

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

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

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

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

(2) The Contractor shall have the right to-

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

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

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

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

(c) Copyright-

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

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

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

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

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

(i) Identifies the data; and

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

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

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

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

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

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

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

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

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

(e) Unauthorized marking of data.

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

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

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

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

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

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

(f) Omitted or incorrect markings.

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

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

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

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

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

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

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

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

(ii) Correct any incorrect notices.

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

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

(i) Identify the data being withheld; and

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

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

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

Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under Government Contract No. NNG10HP05C (and subcontract N/A, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

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

(ii) Evaluation by nongovernment evaluators.

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

(iv) Emergency repair or overhaul work.

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

(vi) or any other legitimate government use

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

(End of notice)

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

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. NNG10HP05C (and subcontract N/A, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be-

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

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

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

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

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

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

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

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

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

(End of notice)

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

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. NNG10HP05C (and subcontract, if appropriate) with N/A (name of Contractor and subcontractor).

(End of notice)

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

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

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

(End of clause)

L3 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

a) Method of payment.

(1) All payments by the Government under this contract, shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

I.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

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

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

NASA FAR Supplement (NFS) clauses:

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

I.5 52.252-6 AUTHORIZED DEVIATION IN CLAUSES. (APR 1984)

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

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

(End of Clause)

I.6 1852.215-84 OMBUDSMAN. (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 Judith N. Bruner, Goddard Space Flight Center, Mailstop 100, Greenbelt, MD 20771, Business Phone: 301-286-7679, Fax: 301-286-1714, Email: Judith.N.Bruner@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 1852.219-76 NASA 8 PERCENT (JUL 1997)

(a) Definitions.

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

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

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

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

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

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

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

(End of clause)

I.8 1852.231-70 PRECONTRACT COSTS (JUN 1995)

The Contractor shall be entitled to reimbursement for costs incurred on or after May 19, 2010 in an amount not to exceed \$133,651 that, if incurred after this contract had been entered into, would have been reimbursable under this contract.

(END OF SECTION)

SECTION J – DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

ATTACHMENT	DESCRIPTION	DATE	NO. OF PAGES
ATTACHMENT A	STATEMENT OF WORK	2010	3
ATTACHMENT B	FINANCIAL MANAGEMENT REPORTING REQUIREMENTS (FEDERAL FINANCIAL REPORT SF-425)	2010	1
ATTACHMENT C	SAFETY AND HEALTH PLAN	2010	TBP

*TBP – To Be Provided

I Background/Introduction

NASA Goddard Space Flight Center (GSFC) has a need to obtain support in achieving the goals of Operation Ice Bridge. Operation Ice Bridge is a data gap filler project between ICESat-1 (Ice, Cloud and Land Elevation Satellite) and ICESat-2 (Ice, Cloud and Land Elevation Satellite), which will not be launched until the 2014 time frame. The goals of Operation Ice Bridge are to study and monitor the changing areas of the Cryosphere, areas of frozen water, including the Earth's ice sheets and sea ice and glaciers. Operation Ice Bridge will use airborne platforms to maintain altimetry time series and monitor important areas of land ice and sea ice until the launch of NASA's next satellite-lidar mission. Operation Ice Bridge will monitor the sea ice extent, snow cover on sea ice, ice sheet elevation, ice sheet near surface firn to monitor accumulation trends (firn is snow which has persisted through one melt season), ice sheet mass balance and the bed topography of the ice sheet using airborne instruments.

Additionally Operation Ice Bridge will monitor large glacier systems that are major or could become major sources of sea level rise. This effort will follow on to a grant issued to the University of Alaska Fairbanks (UAF) to continue their monitoring of Southeast Alaskan Glaciers which are a very small percentage of the Earth's land ice yet contribute equally to sea level rise with the ice sheets. UAF will use their Riegl LMS-Q240 Pulsed Scanning Altimeter, a laser altimeter capable of recording surface elevation data, and associated Global positioning system (GPS) specially adapted for the UAF airplanes to continue their monitoring of the Alaskan glaciers that started in the 1990's. UAF's capabilities, pilot expertise, proximity to glaciers and time line of previous scientific data are unique and unduplicated. UAF has the unique capabilities to maintain the ICESat-1 altimetry dataset over important Alaskan glaciers.

II Scope of Work

UAF shall provide the personnel, materials and facilities and equipment necessary to provide support to Operation Ice Bridge by monitoring Alaskan Glaciers. UAF's unique system and existing monitoring program which will be re-directed over ICESat-1 data lines and other dynamic targets are necessary to achieve the science goals of Operation Ice Bridge. The scope of this effort is limited to:

- 1) Collecting Altimetry data over dynamic Alaskan Glaciers
- 2) Processing data and distributing to data center
- 3) Participation and adherence with the Airworthiness and Flight Safety Review Board's reviews

III Description of Task requirements

Task 1 Collection Altimetry data over dynamic Alaskan Glaciers

UAF shall use their Riegl LMS-Q240 Pulsed Scanning Altimeter, a laser altimeter capable of recording surface elevation data, and associated Global positioning system (GPS) specially adapted for the UAF airplanes and pilots with expertise flying in the harsh Alaskan mountains to continue monitoring of the Alaskan glaciers, particularly in Southeastern Alaska where glaciers are losing mass. UAF shall complete approximately 60 hours of flight time with approximately 30% of the flight time devoted to a Spring monitoring campaign in the May 2010 time frame (weather dependant) and 70% of the flight time devoted to a Fall monitoring campaign in the August 2010 time frame (weather dependant). These two campaigns will provide the altimetry data to determine the mass balance of the glaciers and mimic the previous ICESat-1 time series, bridging the data gap between ICESat-1 and the launch of ICESat-2, and

Attachment A
Statement of Work
University of Alaska: Contract NNG10HP05C
CLIN 001

May 17, 2010

directly meeting the science objectives of Operation Ice Bridge. The ICESat data can be found at the following location: <http://nsidc.org/data/icesat/index.html>

Task 2 Processing data and distributing to data center

UAF shall process the altimetry data and provide the results for Level 1-B and Level 2 data (geolocated altimetry measurements and surface elevations <http://observer.gsfc.nasa.gov/sec3/ProductLevels.html>) to the National Snow and Ice Data Center (NSIDC) 3 months after the end of the campaign NSIDC will archive and distribute the data to the science community. The NASA GSFC IceBridge Project Scientist and NASA HQ Cryospheric Science Program Manager will ensure that this data transfer to NSIDC occurs.

Task 3 Participation and adherence with the Airworthiness and Flight Safety Review Board's reviews

Participation and adherence with the Airworthiness and Flight Safety Review Board's reviews and action items related to safe aircraft operations. Reviews shall be scheduled by UAF prior to all aircraft flights in accordance with NASA Procedural Requirement (NPR) 7900.3B and NASA Policy Directive (NPD) 7900.4C (see <http://nodis.gsfc.nasa.gov/>).

IV Deliverables

Item No. / Description	Quantity / To Whom	Delivery Schedule / Reference
1. Deploy UAF aircraft for Spring flight lines monitoring Alaskan glaciers. Operate UAF altimeter on UAF aircraft.	~15 flight hours*	To be completed by June 30, 2010*
2. Deploy UAF aircraft for Fall flight lines monitoring Alaskan glaciers. Operate UAF altimeter on UAF aircraft.	~45 flight hours *	To be completed by September 30, 2010*
3. Airborne Science Flight Report after each flight which will include a flight report summary, science data report summary, mission log, and individual instrument reports from experimenters on board the aircraft. (See Enclosure 1)	Within 48 hours of each flight	Via email to a distribution list to be provided prior to the initial flights.
4. Daily Report for flight log each day of aircraft deployment which will include the amount of time the altimeter was running and the amount of data gathered on the flight	Once per flight delivered to the Project Scientist	Once per flight during the May 1-31, 2010 Spring campaign and the August 1-31, 2010 Fall campaign.*
5. Process data and release Level 1-B data to NSIDC	10's of MB per 8 hour flight	May 16, 2011

Attachment A
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CLIN 001

May 17, 2010

* (Note per the Ice Bridge Project Office: The Operation IceBridge flights are scheduled by UAF for May and August. These dates are always subject to change based on safety concerns and weather delays. Since flight will take place in the one of the most remote and dangerous places on Earth the safety of the flight is assessed daily by the Project Scientist, Pilots and Plan Crews. The planes will not fly if it is unsafe, therefore the field schedule is always subject to change as well as the amount of flight hours completed. The contractor will in no way be held responsible if changes occur to the flight plans for safety concerns or aircraft problems.)

V Point of Acceptance and Acceptance Criteria

The NASA GSFC IceBridge Project Scientist and NASA HQ Cryospheric Program manger will ensure that Deliverable 5, level 1-B data, is transferred to NSIDC the official Distributed Active Archive Center (DAAC) for Operation IceBridge data. Due to the massive size of the files, the data will be reviewed for acceptance by the NASA GSFC COTR once housed at the NSIDC. The quality of the data will be determined by the strength of the returned waveform from the surface of the glacier ice. The Level 2 data will be comparable to previous ICESat-1 data, effectively vertically sampled at 15 cm with a footprint of above 70 meters.

Enclosure: (1) Preliminary Science Flight Report Sample Template

FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)		Page		of			
				1					
3. Recipient Organization (Name and complete address including Zip code)									
4a. DUNS Number		4b. EIN		5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)		6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Final		7. Basis of Accounting <input type="checkbox"/> Cash <input type="checkbox"/> Accrual	
8. Project/Grant Period From: (Month, Day, Year)				To: (Month, Day, Year)		9. Reporting Period End Date (Month, Day, Year)			
10. Transactions						Cumulative			
<i>(Use lines a-c for single or multiple grant reporting)</i>									
Federal Cash (To report multiple grants, also use FFR Attachment):									
a. Cash Receipts									
b. Cash Disbursements									
c. Cash on Hand (line a minus b)									
<i>(Use lines d-o for single grant reporting)</i>									
Federal Expenditures and Unobligated Balance:									
d. Total Federal funds authorized									
e. Federal share of expenditures									
f. Federal share of unliquidated obligations									
g. Total Federal share (sum of lines e and f)									
h. Unobligated balance of Federal funds (line d minus g)									
Recipient Share:									
i. Total recipient share required									
j. Recipient share of expenditures									
k. Remaining recipient share to be provided (line i minus j)									
Program Income:									
l. Total Federal program income earned									
m. Program income expended in accordance with the deduction alternative									
n. Program income expended in accordance with the addition alternative									
o. Unexpended program income (line l minus line m or line n)									
11. Indirect Expense		a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share	
						g. Totals:			
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:									
13. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)									
a. Typed or Printed Name and Title of Authorized Certifying Official						c. Telephone (Area code, number and extension)			
						d. Email address			
b. Signature of Authorized Certifying Official						e. Date Report Submitted (Month, Day, Year)			
14. Agency use only									

Standard Form 425

OMB Approval Number: 0348-0061

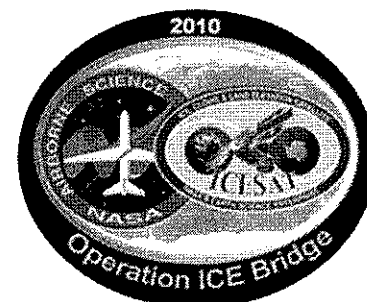
Expiration Date: 10/31/2011

Paperwork Burden Statement

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0061), Washington, DC 20503.

Science Flight Report

Operation IceBridge Arctic 2010



Flight: 12

Mission: Northeast Greenland Ice Stream 03 (NEIS 03)

Flight Report Summary

Aircraft	P-3B (N426NA)
Flight Number	903
Flight Request	10P002, 10P007
Date	Tuesday, May 25, 2010 (Z)
Purpose of Flight	Operation IceBridge Mission Northeast Greenland Ice Stream 03
Take off time	11:00 Zulu from Thule Air Base (BGTL)
Landing time	18:23 Zulu at Thule Air Base (BGTL)
Flight Hours	7.6
Aircraft Status	Airworthy
Sensor Status	All installed sensors operational, except ATM T3.
Significant Issues	None
Accomplishments	<ul style="list-style-type: none"> • Low-altitude survey (1,500 ft AGL) of several lines of a 10 km grid pattern on the Zachariae Isstrøm and lower Northeast Greenland Ice Stream and two of the 10 km master grid EW lines. • Repeated two glacier profiles flown with the P-3 in previous years and with the DC-8 earlier this year along Zachariae Isstrøm and 79° North Glacier/Nioghalvfjærdsbræ. • ATM, DMS, MCoRDS, accumulation, Ku-band and snow radars were all operated on the survey lines. • Gravimeter was in operation throughout the entire flight. • Completed all planned survey lines.
Geographic Keywords	Northeast Greenland, Thule, Camp Century, Northeast Greenland Ice Stream, Zachariae Isstrøm, 79° North Glacier/Nioghalvfjærdsbræ.
ICESat Tracks	None
Repeat Mission	Camp Century transit to Thule, Zachariae Isstrøm, 79° North Glacier/Nioghalvfjærdsbræ (all cloudy)

Science Data Report Summary

Instrument	Instrument Operational			Data Volume	Instrument Issues
	Survey Area	Entire Flight	High-alt. Transit		
ATM	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	60 GB	T2 only
MCoRDS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2.0 TB	None
Snow Radar	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	365 GB	None
Ku-band Radar	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	365 GB	None
Accumulation Radar	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	305 GB	None
DMS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	65 GB	Short outage/camera err.
Gravimeter	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	80 MB	None

Mission Report (Michael Studinger, Mission Scientist)

Today's mission NEIS 03 is the third mission in a sequence of four low-altitude missions that are designed to map the Zachariae Isstrøm and the lower Northeast Greenland Ice Stream on a 10 km grid. Two of the missions (NEIS 01 and NEIS 02) on the inland side have been flown with the DC-8 this Spring on March 30, 2010 (NEIS 01, Flight Number 100208, F06) and on April 13, 2010 (NEIS 02, Flight Number 100212, F11). We began our flight by re-occupying the transit from Thule to Camp Century and experience occasional clouds as expected from the forecast and satellite imagery. The transits between Camp Century and the Northeast Greenland Icestream and back are along 10 km master grid EW lines. We experienced a layer of clouds below our flight elevation that we had expected making it necessary to climb. We also flew two glacier profiles along the centerlines of Zachariae Isstrøm and 79°North Glacier/Nioghalvfjærdsbræ. These two lines have been flown with the P-3 in previous years and also with the DC-8 earlier this Spring (NEIS 01). Today's data set can be used to evaluate the relative performance of the MCoRDS system on the DC-8 versus the new 16-element-antenna array on the P-3. Likewise, the repeat flight can be used to better understand the accuracy of the airborne gravity measurements on crooked flight lines. Both, the two glacier flowlines and the near coastal portions of the 10 km grid were covered by a very low and dense layer of fog that impacted all optical sensors (ATM and DMS). We have seen this cloud layer on satellite images and had expected to encounter these conditions but the fog had spread much further inland than forecasted. The main purpose of flying today's grid is ice thickness mapping with MCoRDS. We got very strong bed returns on MCoRDS almost everywhere. None of the radars were impacted by the cloudy conditions.

Individual instrument reports from experimenters on board the aircraft:

ATM: T2 worked well throughout the entire flight but lost about 50% of surface returns in target areas due to clouds. The T3 laser was not in operation on today's flight.

MCoRDS: The MCoRDS system worked well and collected 2.0 TB of data with good bed returns.

Snow and Ku-band radar: Both systems worked well and collected each about 365 GB of data.

Accumulation Radar: The system worked well and collected 305 GB of data. Lost returns during high elevation portion due to cloud layer.

DMS: DMS worked well and collected 65 GB of data. A camera error caused a short data gap. About 50% of the target areas were obscured by clouds.

Gravimeter: System worked normally. No problems.

NEIS 03

7.6 hrs at 250 knots groundspeed

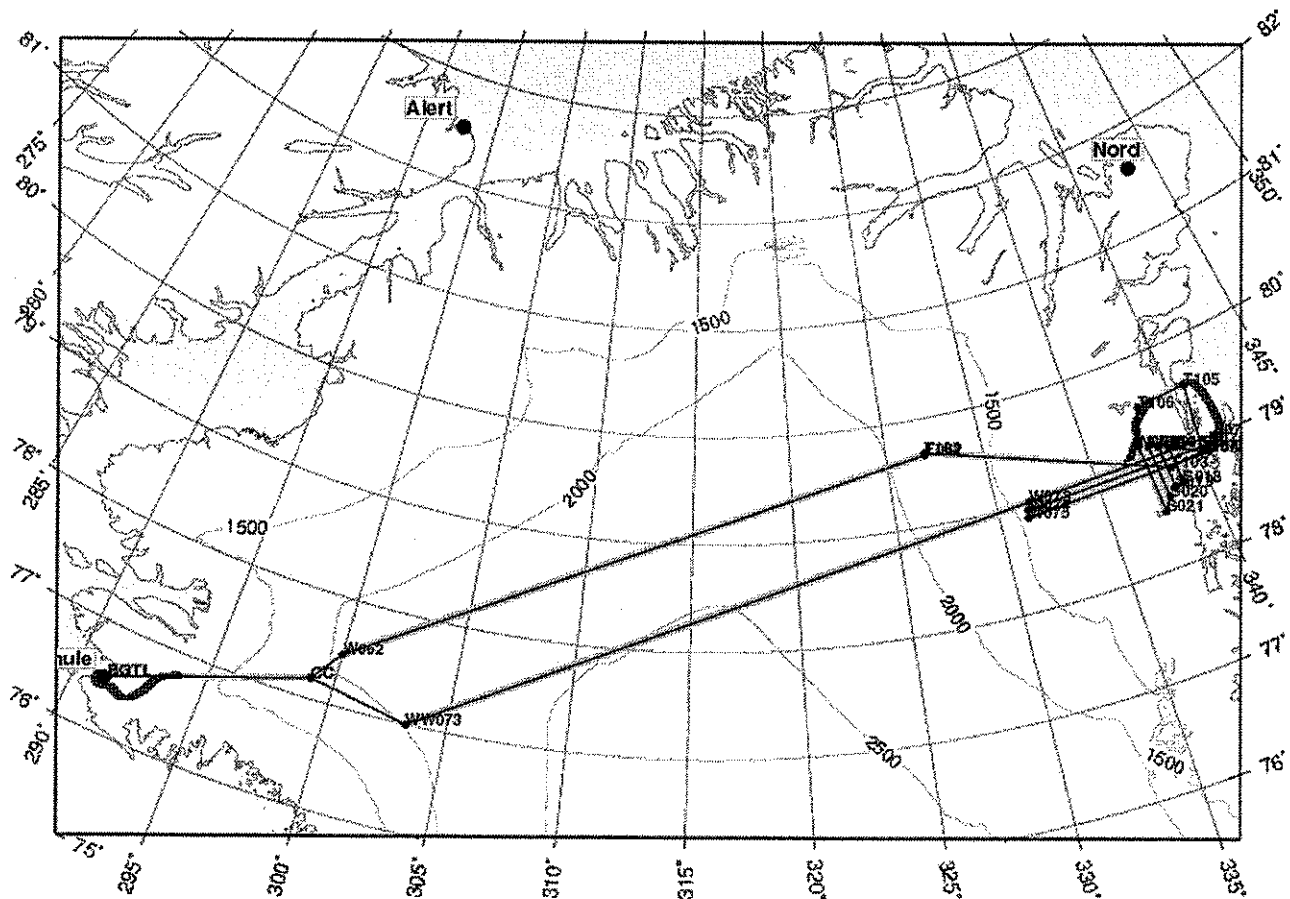


Figure 1: Waypoints and survey area of Flight 12 from John Sonntag.