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		e C. Marshall Space Flight Ce all Space Flight Center, AL 38					(2	56) 54	4-4096 or	(256) 9	61-2095		
		AND ADDRESS OF CONTRACTOR		et, city, cour	ntry, State	and 2	ZIP Cod	de)	8.	DELIVER			
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Page 1a

### "Accounting and Appropriation Data"

Purchase Requisition No.	WBS Element	Funds	Cost Center	Amount
4200195223	329231.01.06.08	ESAX22006D	62CS20	\$ 506,432
4200193813	292487.08.08.01	ESAX22007D	62CS01	\$ 91,773
4200193813	292487.08.08.01	ESAX22007D	62CS10	\$ 202,000
4200193813	292487.04.08	ESAX22007D	62CS20	\$ 319,500
4200193813	292487.04.08	ESAX22007D	62CS30	\$ 364,720
4200193813	292487. 04.08.02	ESAX22007D	62CS30	\$ 75,000
Total Funding				\$1,559,425

### PART I - THE SCHEDULE

### SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

### B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

- (a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the services delineated in the Performance Work Statement (PWS) in Attachment J-1, entitled: "Office of Strategic Analysis and Communication (OSAC) Support Services."
- (b) The services will be procured under two separate portions, Mission Services (MS) and Indefinite Delivery/Indefinite Quantity (IDIQ). The requirement is being procured on a cost-plus-incentive-fee basis (see Attachments J-2 and J-3). The contract and supporting data are organized as shown below:
- (1) The Mission Services portion covers work identified in 3.0 6.0 of the PWS (Attachment J-4, Work Breakdown Structure, WBS). Project management and administrative resources necessary to manage both the Mission and the IDIQ contract portions are costed in the Mission Services.
- (2) IDIQ task orders will be used to procure those services identified in WBS 7.0 of the PWS that cannot be predetermined or quantified in advance.

(End of Clause)

### **B.2** ESTIMATED COST AND FEES

- (a) The total estimated cost of this contract is \$ [See Table B-1 below]. The total target cost incentive fee for this contract is \$ [See Table B-1 below]. The total maximum performance incentive fee for this contract is \$ [See Table B-1 below].
- (b) The total target cost of this contract for determining cost incentive fee (IF) earned is specified in Clause B.4.
- (c) Table B-1 reflects the contract values of individual contract line items (CLINs) and is set forth below:

# TABLE B-1, ESTIMATED COST AND INCENTIVE FEES (IF)

TBD \$ 6,869,849
\$ 259,904
\$ 129,952
\$ 86,635
\$ 4,950,560
\$ 6,523,310
4-01-07 through 3-31-08
Mission Services, Base Year (BY)
÷

(d) If the Government exercises any of its Options pursuant to the terms of the contract, the estimated costs and fees for each Mission Services CLIN shall be as set forth in Table B-2 below.

# TABLE B-2, MISSION SERVICES - OPTION VALUES

TOTAL	\$6,938,295	5 \$7,112,601	\$7,254,697	\$7,427,769
MAXIMUM PERFORMANCE IF	\$263,263	\$271,815	\$278,787	\$287,279
MAXIMUM COST IF	\$131,631	\$135,908	\$139,394	\$143,640
TARGET COST IF	\$87,754	\$90,605	\$92,929	\$95,760
TARGET	\$5,014,528	\$5,177,431	\$5,310,231	\$5,471,980
ESTIMATED COST	\$6,587,278	\$6,750,181	\$6,882,981	\$7,044,730
PERIOD COVERED	4-01-08 through 3-31-09	4-01-09 through 3-31-10	4-01-10 through 3-31-11	4-01-11 through 3-31-12
DESCRIPTION	Option I, Mission Services	Option II, Mission Services	Option III, Mission Services	Option IV, Mission Services
CLIN	5	ю.	4.	5.

(End of Clause)

### B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)

- (a) The IDIQ portion of this contract is only applicable to the work described in Attachment J-1, PWS 7.0, Indefinite Delivery/Indefinite Quantity (IDIQ). This work will be authorized via task orders (TO) issued by the Contracting Officer (CO) in accordance with Clauses H.2 and H.3.
- (b) This clause establishes the minimum and maximum quantity values including cost and performance incentive fees for each IDIQ CLIN of the contract as set forth in Table B-3 below.

TABLE B-3	IDIQ MINIMUM	AND MAXIMUM	VALUES

IDIQ CLIN	CONTRACT PERIOD	MINIMUM QUANTITY	MAXIMUM QUANTITY
1.a.	Base (Year 1)	\$0.00	\$1,250,000
2.a.	Option 1 (Year 2)	\$0.00	\$2,250,000
3.a.	Option 2 (Year 3)	\$0.00	\$4,000,000
4.a.	Option 3 (Year 4)	\$0.00	\$4,000,000
5.a.	Option 4 (Year 5)	\$0.00	\$4,500,000

- (c) Government task orders for services specified above the minimum and below the maximum shall not constitute a basis for equitable adjustments to the Mission Services CLINs.
- (d) The establishment of this IDIQ portion of the contract does not inhibit the Government's right to later award separate contracts for similar or related services.
- (e) The actual estimated cost and fee values of the individual CLINs will be the summation of the individual task orders values issued pursuant to this Clause and Clauses H.2 and H.3. A reconciling unilateral modification to the contract will be periodically issued that reflects the current task order summation value in Clause B.2.

(End of Clause)

### B.4 COST AND PERFORMANCE INCENTIVE FEE

(a) There are two (2) separate incentive fee pools for cost and performance that will be used to determine incentive fee earned and paid to the contractor for performance of the contract.

Note to Prospective Offerors: The Government expects that of the total fee proposed, 25 percent will be allocated by the Offeror to the cost incentive fee and 75 percent will be allocated to the performance incentive fee.

### (b) Cost Incentive Fee:

- (1) The target cost, target cost incentive fee, and maximum cost incentive fee applicable to each Mission Services CLIN are set forth in tables B-1 and B-2. Attachment J-5 sets forth the IDIQ target and maximum fee rates for each IDIQ CLIN. The minimum cost incentive fee for each CLIN shall be \$0.00.
- (2) For the Mission Services CLINs, the target cost for the purposes of determining the cost incentive fee earned and paid in accordance with this Clause and Clause B.5, Incentive Fee, shall be the total estimated cost less the estimated direct cost for purchased materials,

supplies, equipment, and travel and associated handling charge (see Table B-4 below). The target cost for the IDIQ CLINs shall be the summation of the target costs of the current task orders.

Table B-4, TARGET COST

CLIN	ESTIMATED COST	for Materials, Supplies, Equipment & Travel and Handling Charge	TARGET COST
1	\$ 6,523,310	\$ 1,500,000.00 + \$ 72,750	\$ 4,950,560
2	\$ 6,587,278	\$ 1,500,000.00 + \$ 72,750	\$ 5,014,528
3	\$ 6,750,181	\$ 1,500,000.00 + \$ 72,750	\$ 5,177,431
4	\$ 6,882,981	\$ 1,500,000.00 + \$ 72,750	\$ 5,310,231
5	\$ 7,044,730	\$ 1,500,000.00 + \$ 72,750	\$ 5,471,980

- (3) For the Mission Services CLINS, the actual allowable costs for determining cost incentive fee earned and payment in accordance with Clause B.5, Incentive Fee, shall be reduced by the actual direct costs for materials, supplies, equipment & travel and associated handling charge.
- (4) Clause B.5 is only applicable to the cost incentive fee pool of the contract and not the performance incentive fee pool. The supplemental definitions of target cost and actual cost provided in this Clause are in addition to and take precedence over the definitions provided in Clause B.5. (See paragraph (e) (5) of Clause B.5.)
- (5) The share ratio for target cost underruns is <u>80/20</u> (Government/Contractor). The share ratio for target cost overruns is <u>70/30</u> (Government/Contractor).
- (6) The Contractor must earn at least 85% of the performance incentive fee for a CLIN to earn any cost incentive fee above the target cost incentive fee (for underruns) for that CLIN.
  - (7) The cost incentive fee will be evaluated at the end of each contract year.
  - (c) Performance Incentive Fee:
- (1) The Contractor may earn performance incentive fee from a minimum of zero dollars to the maximum stated in Clause B.2 of this contract.
- (2) The Contractor's performance will be evaluated as described in Attachments J-2 and J-3 of this contract. Semi-annual performance scores earned will be averaged to determine an annual amount of performance incentive fee earned for each CLIN. Performance incentive fee for a CLIN that is not earned cannot be reallocated to future evaluation periods.
- (3) The Government will advise the Contractor in writing of the performance evaluation results and the amount of performance incentive fee earned which will be incorporated in the contract by unilateral modification.

### (4) Provisional Performance Incentive Fee Payments:

- (i) Provisional performance incentive fee payments, pending the determination of the amount of performance incentive fee earned, will be paid to the Contractor on a monthly basis. The total amount of performance incentive fee available for provisional payment for each CLIN will be the lesser of 75 percent of the maximum performance incentive fee or the prior performance incentive fee evaluation score.
- (ii) Provisional performance incentive fee payments for each CLIN will be superceded by the final performance incentive fee evaluation score for that CLIN. If provisional payments exceed the final score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.
- (iii) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional performance incentive fee may be discontinued, or reduced in amount, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.
- (5) After 85 percent of the potential performance incentive fee has been paid, the Contracting Officer may direct withholding of further payment of performance incentive fee until a reserve is set aside in an amount that the Contracting Officer determines necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total maximum performance incentive fee for an individual CLIN.

### B.5 INCENTIVE FEE (FAR 52.216-10) (MAR 1997)

- (a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.
- (b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.
- (1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.
- (2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.
- (c) Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15

percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

### (e) Fee payable.

- (1) The fee payable under this contract shall be the target fee increased by <u>20</u> cents for every dollar that the total allowable cost is less than the target cost or decreased by <u>30</u> cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than <u>see Tables B-2, B-3, and B-4</u>, or less than 0 percent of the target cost.
- (2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of—
  - (i) Payments made under assignments; or
- (ii) Claims excepted from the release as required by paragraph (h) (2) of the Allowable Cost and Payment Clause.
- (3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.
- (4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of—
- (i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;
- (ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;
- (iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

- (iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;
- (v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or
- (vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.
- (5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.
- (f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and the Contracting Officer.
- (g) Inconsistencies. In the event of any language inconsistencies between this clause and the provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

### B.6 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allocated by the Government to this contract is \$1,450,265. This allotment is for the Office of Strategic Analysis and Communications Support Services effort described in Attachment J-1, Performance Work Statement, and covers the following estimated period of performance: April 01, 2007 June 22, 2007.
  - (b) An additional amount of \$109,160 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	0	\$1,450,265	\$1,450,265
DIQ Estimated Cost	0	0	0
Provisional Cost Incentive Fee	0	\$ 27,290	\$ 27,290
Provisional Performance Incentive Fee	0	\$ 81,870	\$ 81,870
Total Sum Allotted	0		\$1,559,425

### **B.7** ALLOWABLE ITEMS OF COST

(a) In accordance with the advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the General and Administrative (G&A) Rate Ceiling:

Period Of Performance	G&A Ceiling*		
Base Year		· · · · · · · · · · · · · · · · · · ·	
Option Year 1			
Option Year 2		(b)(4)	
Option Year 3			
Option Year 4			****

<sup>\*</sup>G&A Ceiling shall apply to both the Mission and IDIQ portions of the contract.

- (b) It is mutually agreed that when indirect cost rate ceilings are specified in paragraph (a) above, the following conditions shall apply: (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates, and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.
- (c) In accordance with an advance agreement between the Government and the Contractor, material handling overhead shall be the only burden applied to the cost reimbursable other direct cost of materials, supplies, equipment, and travel as referenced in PWS, J-1. Neither G&A nor fee shall be applied to the procurement of materials, supplies, equipment or travel and associated handling charge. Table B-4, of Clause B.4, contains the Government estimates for materials, supplies, equipment, and travel.

(End of Clause)

### **JOYAATOMNN**

### SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

# C.1 DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT (MSFC 52.211-93) (FEB 2001)

The Description/Specifications/Performance Work Statement is Attachment J-1.

(End of Clause)

### C.2 EXCLUDED FUNCTIONS AND RESPONSIBILITIES

Functions and responsibilities directly involved or associated with the management of any MSFC Directorate are expressly excluded from this contract. Any instructions, directives, or orders issued under this contract involving such MSFC management functions and responsibilities shall be null and void. The following activities are representative of the excluded functions and responsibilities that cannot be provided by the Contractor for the Government:

- Policy making or management of MSFC operations;
- Program or project management;
- Technical management of Government contracts;
- MSFC management planning, programming (including preparation of scopes of work and/or procurement requests for items to be contracted for by MSFC), budgeting, review, and analysis;
- Government purchasing (except training related purchasing), contracting, contract
   administration, and/or performance, and pay and accounting;
- Direction or supervision of other Government Contractors or Government agencies, or otherwise acting as an agent to obligate or commit MSFC in any capacity;
- Clerical and other administration-type functions required to be performed by civil service personnel; and
- Supervision of Government employees.

(End of clause)

### **SECTION D - PACKAGING AND MARKING**

### D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Clause

Number

Title

Date

None included by reference.

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

Clause

Number

**Title** 

Date

1852.211-70

Packaging, Handling, and Transportation

(Sep 2005)

(End of Clause)

### SECTION E - INSPECTION AND ACCEPTANCE

### E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

Clause

Number Title Date

52.246-3 Inspection of Supplies – Cost Reimbursement (MAY 2001) 52.246-5 Inspection of Services – Cost Reimbursement (APR 1984)

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

Clause

Number Title Date

None included by reference.

(End of Clause)

# E.2 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (NFS 1852.246-71) (OCT 1988)

In accordance with the inspection clause of this contract, the Government intends to perform the following functions at the locations indicated:

Item Quality Assurance Function Location

All Final Inspection & Acceptance

(End of Clause)

### E.3 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FAR 52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard below.

<u>Title</u> <u>Number</u> <u>Date</u>

Marshall Management Manual MPD 1280.1 Latest issue

(End of Clause)

### **E.4 CHANGES TO HIGHER-LEVEL CONTRACT QUALITY REQUIREMENTS**

It is mutually agreed and understood that the Government may unilaterally update Clause E.3 with future versions and require full compliance to the latest requirements. Such action shall not give rise to an equitable adjustment to the estimated contract value, including both cost and performance/incentive fees, or any other expressed terms and conditions of this contract.

(End of Clause)

### E.5 CONTRACTOR'S TECHNICAL PROGRESS REPORTS

Each instance where the Contractor is found to be inaccurate in the Contractor's selfevaluation reports shall be resolved in accordance with Attachment J-3, Surveillance and Cost Plus Incentive Fee Plan, paragraph 5.0, "Audit Reporting Integrity."

(End of clause)

### SECTION F - DELIVERIES OR PERFORMANCE

### F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Number	<u>Title</u>	Date
52.242-15	Stop-Work Order (Alternate I)	APR 1984
52 247-34	F.O.B. Destination	NOV 199

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

Clause

Number Title Date

None included by reference.

(End of Clause)

### F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9)(MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the current period of performance provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

### F.3 PLACE OF PERFORMANCE MSFC (52.237-91)(FEB 2001)

The Contractor shall perform the work under this contract at Marshall Space Flight Center, AL, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

### F.4 PERIOD OF PERFORMANCE

- (a) The period of performance of this contract shall be April 1, 2007, through March 31, 2008. If applicable, the contract phase-in period shall be from March 13, 2007, through March 31, 2007.
- (b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

Contract Periods	Period of Performance
Option 1	April 1, 2008 - March 31, 2009
Option 2	April 1, 2009 - March 31, 2010
Option 3	April 1, 2010 - March 31, 2011
Option 4	April 1, 2011 - March 31, 2012

(End of Clause)

### F.5 SECTION 10721 RATES (MSFC 52.247-90) (FEB 2001)

The Contractor shall use carriers that offer acceptable service at reduced rates (Section 10721 rates), if available.

(End of Clause)

### F.6 PHASE-IN AND PHASE-OUT

- (a) Contractor Phase-In
- (1) The services provided by this Order are vital to the Government's overall effort. Therefore, continuity of these services must be maintained at a consistently high level without disruption. To this end, the Contractor shall conduct an orderly phase-in of contract activities prior to assumption of responsibility for the effort described in the PWS.
- (2) The Contractor shall have up to 14 work days immediately prior to the effective date of the contract in which to conduct phase-in. Office space will not be provided by the Government during the phase-in period. During this time, the Contractor shall not be responsible for performance of the effort described in the PWS. It is understood that during phase-in the predecessor contractor(s) will be performing the work described in the PWS.
- (3) On April 1, 2007, the Contractor shall assume full responsibility for the effort covered by the PWS.
  - (4) During phase-in the Contractor shall:

- (i) Participate in meetings with the predecessor contractor(s) to identify and discuss problems or areas requiring attention during the phase-in period; and
- (ii) Perform all activities described in the Contractor's phase-in plan submitted with its proposal, and all activities necessary to ensure effective transfer of all effort from the predecessor contractor(s) and readiness to assume full contract performance. As part of phase-in activities, the contractor shall provide the following: 1) Final Safety, Health and Environmental Plan (see DRD 1140SA-001); 2) Badged Employee and Remote IT User Listing (see DRD 1140MA-004); 3) Position Risk Designation for Non-NASA Employees (see DRD 1140MA-006); and 4) qualified staff available, badged (in accordance with the Personal Identity Verification (PIV) Procedures provided in Attachment J-6), and ready to assume performance.
- (b) The Contractor shall invoice the Government for phase-in activities only at the completion of the purchase order. The Government's obligations under this contract will not commence until after the successful completion of the separate phase-in purchase order.

### (c) Contractor Phase-out

- (1) Prior to contract completion, a successor contractor(s) may be selected to perform the work requirements covered by the PWS. The Contractor shall conduct an orderly phase-out of all required activities prior to completion of this contract and assumption of responsibility for the effort described in the PWS by a successor contractor(s). The Contractor shall remain responsible for the effort covered by the PWS during phase-out activities.
- (2) Upon written notice by the Contracting Officer prior to the contract completion date, the Contractor shall conduct phase-out activities for up to 30 calendar days in accordance with FAR 52.237-3, Continuity of Services.

(End of Clause)

### **SECTION G - CONTRACT ADMINISTRATION DATA**

### G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Clause

Number <u>Title</u> <u>Date</u>

None included by reference.

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

Clause <u>Number</u>	<u>Title</u>	Date
1852.242-71	Travel Outside of the United States	<b>DEC 1988</b>
1852.242-73	NASA Contractor Financial Management Reporting	NOV 2004
1852.245-70	Contractor Requests for Government-Owned Equipment	JUL 1997

(End of Clause)

### G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (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/George C. Marshall Space Flight Center RS23/Accounting Operations Office Marshall Space Flight Center, AL 35812

Or other designated billing office as specified in writing by the Contracting Officer (i.e., NASA Shared Services Center, etc.).

- (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 through the Contractor's cognizant DCAA office to the NASA paying office identified in paragraph (b)(1).
- (2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:
  - (i) Copy 1 NASA Contracting Officer
  - (ii) Copy 2 Auditor
  - (iii) Copy 3 Contractor
  - (iv) Copy 4 Contract administration office; and
  - (v) Copy 5 Project management office.
  - (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 the address specified in paragraph (b)(1). 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.3 SUPPLEMENTAL PAYMENT INSTRUCTIONS (AUG 2006)

Reference Section B, Clause B.5, INCENTIVE FEE. Incentive fee vouchers shall be approved by the Contracting Officer's Technical Representative (COTR) and the Contracting Officer before payment is made to the Contractor.

All provisional and final vouchers shall be submitted to the address listed in Clause G.2 (b)(1) and shall be approved by both the COTR and the Contracting Officer before payment. The COTR will only approve provisional incentive fee payments if warranted by acceptable work performance.

(End of Clause)

### G.4 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical

direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section J-1 of this contract.

- (b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that—
  - (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause (52.243-2 Changes-Cost Reimbursement)(Alternate II);
  - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
  - (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 calendar days that the instruction or direction is—
  - (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause (52.233-1) of this contract.
- (f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of Clause)

# G.5 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71) (NOV 2004)

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

Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

The contractor shall retain responsibility for ensuring proper use, care, and protection (safeguarding) of all Installation-Accountable Government Property (IAGP) under his/her custody and control. Individual users shall be responsible for the following: (1) Ensuring IAGP is used only in pursuit of approved programs and projects, or as otherwise authorized; (2) Notifying cognizant Property Support Assistant (PSA) and/or Property Custodian, of all assigned equipment location changes; (3) Ensuring that any lost, missing or damaged IAGP is officially reported to his/her supervisor, the appropriate PSA, and the Protective Services Department; (4) Notifying PSA of IAGP not being actively used; (5) Ensuring that IAGP is turned in to the Property Disposal Officer through the PSA when no longer needed. Under no circumstances will the contractor dispose of IAGP, whether tagged or untagged; and, (6) Notifying the Contracting Officer, cognizant PSA, and the Center's Supply and Equipment Management Officer upon termination of employment.

The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities and shall detail them in DRD 1140LS-001. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

- (b) (1) The official accountable recordkeeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:
- (i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;
- (ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;
- (iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/ Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.
- (iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.
- (2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(End of Clause)

# G.6 <u>LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES NFS</u> (1852.245-77) (JUL 1997)

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

- (a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.
- (b) General- and special-purpose equipment, including office furniture.
- (1) Equipment to be made available is listed in Attachment J-7. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.
- (2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.
- (3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
- (c) Supplies from stores stock.
- (d) Publications and blank forms stocked by the installation.
- (e) Safety and fire protection for Contractor personnel and facilities.
- (f) Installation facility services: none.
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty and normal operating hours.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) Access to the Wellness Center fitness facilities consistent with the Center's policies (fee required).
- (k) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- (I) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

(End of Clause)

# G.7 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (MSFC 52.204-90) (JUL 2006)

- (a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be by MSFC Form 1739, "MSFC Contractor Badge/Decal Application." Requests for badging shall be submitted to the appointed Contracting Officer Technical Representative for completion and approval prior to processing by the MSFC Protective Services Department.
- (b) The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," prior to finalization of employment termination.
- (c) Requests for copies of MSFC Forms 383-1, and 1739 shall be directed to the MSFC Protective Services Department, Marshall Space Flight Center, Alabama 35812.

(End of Clause)

### G.8 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert FAR 52.204-9 in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

Note: The agency personal identity verification procedures are provided in Attachment J-6, Personal Identity Verification Procedures.

(End of clause)

### **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE

NUMBER TITLE

DATE

None included by reference.

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

CLAUSE

NUMBER TITLE

DATE

1852.208-81

Restrictions On Printing And Duplicating

**NOV 2004** 

1852.242-72 Observance Of Legal Holidays (Alternate II)

OCT 2000

(End of Clause)

### H.2 TASK ORDERING PROCEDURE

- (a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
- (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
- (2) Performance metrics that will apply to the TO. Note: As TOs are added to the contract, if the TO performance incentives are not listed in J-2, the contract will be unilaterally modified to include the performance incentive metrics for the service(s) listed in the TO. Also, performance incentive metrics listed in J-3 will be modified to include the new metric(s) and revised weighting of the performance metrics.
- (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within <u>5</u> calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
  - (1) Date of the order.
  - (2) Contract number and order number.
  - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
  - (4) Performance standards, and where appropriate, quality assurance standards.
  - (5) Maximum dollar amount authorized (cost and fee or price).
  - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
  - (7) Delivery/performance schedule including start and end dates.
  - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 2 calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of Clause)

### H.3 SUPPLEMENTAL TASK ORDERING PROCEDURES

- (a) This clause supplements the Task Ordering Procedure defined in H.2.
- (b) Work to be performed under this portion of the requirement will be within the broad parameters of PWS 7.0 and more clearly defined in the Task Orders (TOs) approved by the Contracting Officer and the Contracting Officer's Technical Representative (COTR). An overview and flowchart of this process is provided at Attachment J-8.
- (c) When the Government issues a Task Order Request (TOR) in accordance with paragraph (d) of Clause H.2, the Contractor shall prepare, as part of the Task Order Plan (TOP), the Contractor's estimate of the labor hours, labor categories, indirect cost, and other direct costs required to perform the Task Order requirements. In preparing the estimate, it is mutually agreed and understood that the Contractor or its Teammate(s) and/or Subcontractor(s) shall use the

labor categories and their current rates or those set forth in Attachment J-5 (whichever is lower). It is further agreed and understood that the maximum available cost and performance incentive fees and indirect rates, equating to a percentage, set forth in Attachment J-5, shall be used by the Contractor to calculate the estimated cost, target cost, target cost incentive fee, maximum cost incentive fee and maximum performance incentive fee dollars for each Task Order.

- (d) Each TO will include the period covered, estimated cost, target cost, target cost incentive, and maximum potential fees. At the end of each cost and performance incentive fee evaluation period, the current period values of all task orders that were active during that evaluation period will be summed and the resulting total value summation will be used as the target cost incentive fee and maximum potential cost and performance incentive fee for that evaluation period. A reconciling unilateral modification to the contract will be issued semiannually (at a minimum) revising Clause B.2, to reflect the summation of the current total task order values.
- (e) The assigned CO and COTR will review and approve each TO and any revision thereto. The Government retains the right to disapprove any Task Order Plans at the sole discretion of the Government.
  - (f) Approval of TOs does not relieve the Contractor of its obligation under the "Limitation of Funds" clause and the "Availability of Funds" clauses of the contract.
- (g) All task orders, including both existing task orders and new task orders, issued pursuant to this clause and Clause H.2, are subject to the terms and conditions of this contract including any revisions, from the effective date of the revisions to the contract through the period of performance of the task order(s), unless otherwise specified in the task order(s).

(End of Clause)

### H.4 TASK ORDER COST INCREASE NOTIFICATION REQUIREMENTS

- (a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause of this contract.
- (b) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of any individual task order, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in the task order. Notification shall not be delayed pending preparation of a revised estimate.
- (c) A revised estimate is required to support a request for an increase in the estimated cost of the contract line item or task order. The revised estimate should be submitted as soon as possible after the above notification but no later than 30 calendar days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the revised estimate and to mutually establish any increase or decrease in estimated cost with the Contractor.
- (d) (1) the revised estimate shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:
  - Incurred costs to date
  - Projected cost to completion

- Total cost at completion
- · Current negotiated estimated cost
- Requested increase or decrease 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)

### H.5 SAFETY AND HEALTH (NFS 1852.223-70) (APR 2002)

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.
- (b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.
- (c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.
- (d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

- (e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.
- (f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.
- (2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.
- (g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:
- (1) The work will be conducted completely or partly on premises owned or controlled by the Government.
- (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
- (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
- (4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.
- (h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).
- (i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

- (j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence
  - (1) Written hazardous operating procedures for all hazardous operations; and/or
  - (2) Qualification standards for personnel involved in hazardous operations.

(End of Clause)

### H.6 MAJOR BREACH OF SAFETY OR SECURITY (NFS 1852.223-75) (FEB 2002)

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.
- (b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.
- (c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of Clause)

### H.7 EXPORT LICENSES (NFS 1852.225-70) (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export

Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at Marshall Space Flight Center, 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.8 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

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

The following individuals are considered key personnel:



No facilities are considered Key Facilities for the performance of this effort.

(End of Clause)

### H.9 ASBESTOS MATERIAL (MSFC 52.223-90) (JUN 2002)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Occupational

Medicine and Environmental Health Services, for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of Clause)

# H.10 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES OF FOREIGN CONTRACTORS

- (a) An employee of a domestic Marshall Space Flight Center (MSFC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the MSFC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign MSFC contractor/subcontractor may not be admitted to the MSFC site without special arrangements. For employees as described above, advance notice must be given to the MSFC Protective Services Office at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.
- (b) All visit/badge requests for persons described in paragraph (a) above must be entered in the NASA Foreign National Management System (NFNMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a MSFC badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with MSFC security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into MSFC until a completed request has been approved and processed through the NFNMS. Unescorted access will not be granted unless the MSFC Protective Services Office has completed a favorable National Agency Check (NAC).
- (c) The contractor agrees that it will not employ for the performance of work onsite at the MSFC any individuals who are not legally authorized to work in the United States. If the MSFC Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Federal Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.
- (d) The contractor agrees to provide the information requested by the MSFC Protective Services Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to MSFC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by MSFC or any other Center to be visited.

(End of Clause)

### H.11 SAFETY PERFORMANCE EVALUATION

1. Contractor Responsibility. The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program within the term of the contract. The Contractor will ensure that the requirements of the MSFC approved Contractor's Safety, Health Plan and applicable Data Requirement Description (DRD) are met. Contractor safety performance evaluation will be based on the MSFC safety program elements. The Contractor shall conduct a quarterly self-evaluation based on these criteria. The CO/COTR, in coordination with the MSFC Safety & Mission Assurance (S&MA), will validate the Contractor's self-evaluation.

Every quarter, the agreed score will be used to assess performance appropriately—positive or negative.

For the purpose of assessing the quarterly score, the Contractor and the CO/COTR, in coordination with the MSFC S&MA, will reach a mutually agreeable determination based on the metrics reflected in the attachment. In cases where the Contractor and the CO/COTR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the contracting Officer from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety policy or procedures.

2. Evaluation Criteria. Contractor self-evaluation and Government validation will be based on the applicable elements and sub-elements of the MSFC safety program shown below. Specific criteria are shown on Attachment J-10 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Deviations from the matrix criteria may be made, for cause, and must be approved by the COTR, CO and Government Safety Representative. It should be noted that Element 1 has a management and an employee component. These are simply averaged to obtain the score for Element. The result should be carried to the second decimal point.

## MANAGEMENT COMMITMENT AND EMPLOYEE INVOLVEMENT HAZARD PREVENTION AND CONTROL

(ELEMENT 1)	(ELEMENT 3)		
Documented Safety Policy And Goals Safety Committees	Hazard Identification Process Facility and Equipment Maintenance		
Safety Meetings	Emergency Program and Drills		
Subcontractor Safety	Emergency Medical Care Program		
Resources	Personal Protective Equipment		
Access to Professional Safety Staff	Health Program		
Accountability (Disciplinary Program)			

(ELEMENT 2)	(ELEMENT 4)
System And Worksite Hazard Analysis	Safety and Health Training
Complete and Update Baseline Surveys	Employee
Performance Analysis of New Work	Supervisor
Job Hazard Analysis/Process Review	Manager
Self-Inspections	

3. Performance Recognition. Contractor performance will be recognized as follows:

Level I – Annual rating score of ≥ 36 based on the average of the quarterly assessment scores, and a Lost-Time Case (LTC) Rate ≤ 50% of the LTC for the applicable Standard Industrial Classification (SIC) rate.

Formal award with public recognition.

Appropriate past performance referrals provided.

**Exception**: Contractors with less than 100 employees located onsite MSFC. To be rated in Level I, the Contractor shall have no lost time injuries during the past year.

Level II – Annual rating score of ≥ 28 based on the average quarterly assessment score, and a Lost-Time Case (LTC) Rate less than the applicable Standard Industrial Classification (SIC) rate and the scores remain the same, or reflect improved performance, from the previous period. If scores reflect a decrease in performance, no letter of commendation will be issued.

Formal letter of commendation.

Will impact contract evaluation and past performance referrals.

Exception: Contractors with less than 100 employees located onsite MSFC. To be rated in Level II, the Contractor shall have no more than one lost time injury during the past year.

**Level III** – Quarterly rating score of ≤ 16 or a Lost Time Case (LTC) Rate more than the Standard Industrial Classification (SIC) rate *Database* 

Formal letter expressing concern.

Corrective Action Plan requested

Date placed in Past Performance

Failure to improve could result in contract options not being exercised.

**Exception**: Contractors with less than 100 employees located onsite MSFC. A Level III rating will be given to a contractor <u>having greater than two</u> lost time injuries during the past year.

If contractor's Safety Performance evaluation does not fall within the above categories.

No recognition

NOTE: The most current Department of Labor NAICS rate, effective at the beginning of the annual evaluation period, will be utilized for LTC evaluation. Lost Time Case Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Close Call and Mishap Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

- 4. Contractor Accountability for Mishaps. The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.
- 5. Evaluation Process. The evaluation process will be based on the major elements and their sub-elements cited in Paragraph 2. The evaluation process will include these steps:

- Contractor to conduct quarterly self-assessment and assign numerical score to each element.
- Contractor self-assessments will address compliance with their approved Safety, Health Plan
- Contractor to have self-assessment validated by CO/COTR and S&MA Office.
- On an annual basis, the Contracting Officer will apply contract incentives/recognition or consequences based on the average quarterly scores. The Contracting Officer will make a determination on a quarterly basis for items requested in paragraph 6 that are not reported. (Also, see paragraph 7 below.)

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment J-10. The Safety Performance Evaluation Summary is also located at Clause J-10.

- 6. Safety Metric Reporting. The Contractor shall utilize MSFC Form 4371, "MSFC Contractor Accident/Incident Statistics" to submit, on a monthly basis, information on all personnel and property mishaps that meet the criteria of a NASA Procedural Requirement for Mishap and Close Call Reporting, Investigating, and Recordkeeping" (NPR 8621.1B). Close calls and minor cases, including first aid and non-injury cases, shall be reported when there is a potential lessons learned or when action needs to be taken to prevent more serious damage, loss, or personal injury, (including communication of the incident to promote employee awareness). The report shall also include total hours worked and the number of safety inspections and safety meetings conducted during the month. The Contractor shall also utilize NASA Form 1627, "NASA Mishap Report" to include details of any mishap, results of the investigation, and the corrective action plan.
- 7. Failure to Report. If the Contractor fails to report the items in paragraph 6 above in accordance with this contract, an amount of \$1,000 will be deducted for each occurrence of failure to report the required data.

(End of Clause)

### **PART II - CONTRACT CLAUSES**

### **SECTION I - CONTRACT CLAUSES**

### 1.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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):

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

NASA FAR Supplement clauses:

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

MSFC Clauses: http://ec.msfc.nasa.gov/msfc/msfc\_uni.html

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

Number	Clause Title	<u>Date</u>
52.202-1	Definitions	Jul 2004
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-7	Anti-Kickback Procedures	Jul 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-7	Central Contract Registration	Oct 2003
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2006
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jul 1995
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-2	Audit and Records - Negotiation	Jun 1999
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data - Modifications	Oct 1997
52.215-14	Integrity of Unit Prices	Oct 1997
52.215-15	Pension Adjustments and Asset Reversions	Oct 2004
52.215-16	Facilities Capital Cost of Money	Jun 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement	Oct 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Alternate II)(Oct (Alternate III) (Oct 1997) Insert in paragraph (c): MS Word & Excel CD-R	Oct 1997

Number	Clause Title	<u>Date</u>
52.216-7	Allowable Cost and Payment	Dec 2002
	Insert in paragraph: 30 days	247
52.217-8	Option to Extend Services Insert in paragraph: 30 days	Nov 1999
52.219-6	Notice of Total Small Business Set-Aside	Jun 2003
52.219-8	Utilization of Small Business Concerns	May 2004
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-2	Payment for Overtime Premiums  Insert in paragraph (a): as approved by Contracting Officer	Jul 1990
52.222-3	Convict Labor	Jun 2003
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-38	Compliance with Veteran's Employment Reporting Requirements	Dec 2001
52.222-41	Service Contract Act of 1965, As Amended	May 1989
52.223-3	Hazardous Material Identification and Material Safety Data Alternate I (Jul 1995)	Jan 1997
52.223-5	Pollution Prevention and Right-to-Know Information (Alternate I)(Aug 2003) (Alternate II) (Aug 2003)	Aug 2003
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	Aug 2000
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-1	Buy American Act – Supplies	Jun 2003
52.225-13	Restrictions on Certain Foreign Purchases	Feb 2006
52.227-17	Rights In Data-Special Works	Oct 1987
52.228-7	Insurance-Liability To Third Persons	Mar 1996
52.230-2	Cost Accounting Standards	Apr 1998
52.230-3	Disclosure And Consistency Of Cost Accounting	Apr 1998
52.230-6	Administration of Cost Accounting Standards	Apr 2005
52.232-9	Limitation On Withholding Of Payments	Apr 1984
52.232-17	Interest	Jun 1996
52.232-19	Availability of Funds for the Next Fiscal Year <i>Insert</i> : September 30, 2007	Apr 1984

Number	Clause Title	Date
52.232-22	Limitation Of Funds	Apr 1984
52.232-23	Assignment Of Claims	Jan 1986
52.232-25	Prompt Payment (Alternate I)(Feb 2002)	Oct 2003
52.232-33	Payment By Electronic Funds Transfer- Central Contractor Registration	Oct 2003
52.233-1	Disputes (Alternate I) (Dec 1991)	Jul 2002
52.233-3	Protest After Award (Alternate I)(Jun 1985)	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.239-1	Privacy Or Security Safeguards	Aug 1996
52.242-1	Notice Of Intent To Disallow Costs	Apr 1984
52.242-3	Penalties For Unallowable Costs	May 2001
52.242-4	Certification Of Final Indirect Costs	Jan 1997
52.242-13	Bankruptcy	Jul 1995
52.243-2	Changes-Cost Reimbursement (Alternate II)(Apr 1984)	Aug 1987
52.244-5	Competition In Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Items	Feb 2006
52.245-1	Property Records	Apr 1984
52.245-5	Government Property (Cost-Reimbursement, Time- And-Material or Labor-Hour Contracts)	May 2004
52.246-25	Limitation Of Liability-Services	Feb 1997
52.247-1	Commercial Bill Of Lading Notations	Feb 2006
52.248-1	Value Engineering	Feb 2000
52.249-6	Termination (Cost-Reimbursement)	May 2004
52.249-14	Excusable Delays	Apr 1984
52.251-1	Government Supply Sources Interagency	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991

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

Number	Clause Title	Date
1852.216-89	Assignment and Release Forms	Jul 1997
1852.219-74	Use of Rural Area Small Businesses	Sep 1990
1852.223-74	Drug and Alcohol-Free Workforce	Mar 1996
1852.227-87	Transfer of Technical Data under Space Station International Agreements	Apr 1989
1852.237-70	Emergency Evacuation Procedures	Dec 1988
1852.242-78	Emergency Medical Services and Evacuation	Apr 2001
1852.243-71	Shared Shavings	Mar 1997

(End of Clause)

## 1.2 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall
  - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

## I.3 ORDERING (FAR 52.216-18) (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from <u>April 1, 2007</u> through <u>March 31, 2012</u>, if options are exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

## I.4 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services under WBS 7.0 of the PWS in an amount of less than **\$1,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
  - (b) Maximum order. The Contractor is not obligated to honor --
    - (1) Any order for a single item in excess of \$4,500,000.00;
    - (2) Any order for a combination of items in excess of \$4,500,000.00; or
- (3) A series of orders from the same ordering office within <u>30</u> days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

## I.5 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 31, 2013.

(End of Clause)

## 1.6 LIMITATIONS ON SUBCONTRACTING (FAR 52.219-14) (DEC 1996)

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

- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—
- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

# I.7 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (FAR 52.222-39) (DEC 2004)

- (a) Definition. As used in this clause—"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)). Notice to Employees Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments. For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

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

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

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to—
  (1) Contractors and subcontractors that employ fewer than 15 persons; (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
  (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements; (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
  - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
  - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or (iii) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; (2) Download a copy of the poster from the Office of Labor-Management Standards website at http://www.olms.dol.gov; or (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—

  Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the

United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

# I.8 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (52.222-42)(MAY 1989)

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

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

## A. Classification, Grades, and Rates

Classification	<u>Grade</u>	Hourly Rate	
Exhibits Specialist III	GS-09	\$20.73	
Exhibits Specialist II	GS-07	\$16.95	
General Clerk IV (Media Clips Specialist)	GS-04	\$12.23	
Writer/Editor III	GS-11	\$25.09	
Writer/Editor II	GS-09	\$20.73	
Writer/Editor I	GS-07	\$16.95	
Materials Coordinator	WG-07	\$17.46	

## B. <u>Fringe Benefits</u> (applicable to all classifications)

## Health and Insurance

Life, accident and health insurance, and sick leave programs, 25% of basic hourly rate.

## 2. Holidays

- a. New Year's Day
- b. Martin Luther King's Birthday
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- h. Veterans Day
- i. Thanksgiving Day
- j. Christmas Day

## 3. Vacation or Paid Leave

- 2 hours of annual leave each week for an employee with less than 3 years of service.
- b. 3 hours of annual leave each week for an employee with 3 but less than 15 years of service.
- 4 hours of annual leave each week for an employee with 15 or more years of service.

## 4. Retirement

1.5 percent of basic hourly rate plus Thrift Savings Plan plus Social Security.

(End of clause)

## I.9 SUBCONTRACTS (FAR 52.244-2) (ALTERNATE I) (MAR 2005)

(a) Definitions. As used in this clause—

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

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

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

- (b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.
- (c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) or this clause.
- (d) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—
  - (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
  - (2) Is fixed-price and exceeds-
- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

- (ii) For contracts awarded by a civilian agency other that the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

# NOTICE TO CONTRACTOR: ALL SUBCONTRACTS REQUIRE CONTRACTING OFFICER'S APPROVAL

- (f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph I, (d), or (e) of this clause, including the following information:
  - (i) A description of the supplies or services to be subcontracted.
  - (ii) Identification of the type of subcontract to be used.
  - (iii) Identification of the proposed subcontractor.
  - (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
  - (vii) A negotiation memorandum reflecting -
    - (A) The principal elements of the subcontract price negotiations;
    - (B) The most significant considerations controlling establishment of

initial or revised prices;

price:

- (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) Unless the Contractor maintains an approved purchasing system, the Contractor shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination
  - (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4I(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this

contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

- (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

AkinsCrisp Public Strategies, 116 Jefferson Street, Suite #305, Huntsville, AL 35801 Al Signal Research, Inc. (ASRI), 3411 Triana Blvd., SW, Huntsville, AL 35805

(End of Clause)

# I.10 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NOVEMBER 2004) (DEVIATION)

- (a) The Contractor shall be responsible for information and information technology (IT) security when the Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure, or where information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems, is stored, generated, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.
  - (b) IT Security Requirements.
- (1) Within 45 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.
- (i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.
- (ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.
- (iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.
- (2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center ClOs and be conducted

once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

- (3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center and the NASA Security Operations Center.
- (4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.
- (5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.
- (6) The Contractor shall ensure that all individuals who perform tasks as a system administrator, or have authority to perform tasks normally performed by a system administrator, demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services, network services, files storage, and/or web services, to someone else other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.
- (7) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --
- (i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);
- (ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and
- (iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.
- (c) Physical and Logical Access Requirements.
- (1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

- (2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).
- (i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.
- (ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.
- (iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.
- (3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.
- (4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.
- (5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --
  - (i) Current or recent national security clearances (within last three years);
- (ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or
- (iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.
- (d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.
- (e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.
- (f) The Contractor shall insert this clause, including this paragraph (f), in all subcontracts when the subcontractor is required to –
- Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or
  - (2) Use information systems to generate, store, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of Clause)

## I.11 OMBUDSMAN (NFS 1852.215-84) (OCT 2003) (Alternate I) (Jun 2000)

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from Offerors, potential Offerors, and contractors during the pre-award and post-award 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 Committee, 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, Ms. Robin N. Henderson, George C. Marshall Space Flight Center, DE01, Building 4200, Marshall Space Flight Center, AL 35812, telephone: 256-544-1919, facsimile: 256-544-7920, and e-mail address: Robin.N.Henderson@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)

## 1.12 MINIMUM INSURANCE COVERAGE (NFS 1852.228-75) (OCT 1988)

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

- (a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.
- (c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

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

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

(End of Clause)

## 1.13 RELEASE OF SENSITIVE INFORMATION

- (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) 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.
- (h) The Contractor shall comply with all requirements of DRD1140-MA-007, Organizational Conflict of Interest (OCI) Avoidance Plan.

(End of clause)

## I. 14 ACCESS TO SENSITIVE INFORMATION (NFS 1852.237-72) (JUN 2005)

- (a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.
- (b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.
- (c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to –
- (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
- (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
- (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
- (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
- (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

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

(End of clause)

# I.15 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (MSFC 52.252-90) (FEB 2001)

The Representations, Certifications, and Other Statements of Offerors or Quoters (Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of Clause)

[END OF SECTION]

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

## **SECTION J - LIST OF ATTACHMENTS**

Attachment No.	<u>Description</u>	<u>Pages</u>
J-1	Performance Work Statement (PWS)	J-1-1 - J-1-21
J-2	Performance Requirements (PRS) Summary	J-2-1 – J-2-4
J-3	Surveillance and Cost Plus Incentive Fee Plan	J-3-1 - J-3-12
J-4	Work Breakdown Structure (WBS)	J-4-1
J-5	Schedule of Fully Burdened Not-to-Exceed IDIQ Labor Rates for the Prime Contractor	J-5-1
J-6	Personal Identity Verification (PIV) Procedures	J-6-1 - J-6-4
J-7	Installation-Provided Property and Services	J-7-1 – J-7-11
J-8	IDIQ Task Order Process Flow Chart	J-8-1
J-9	Safety, Health and Environmental Plan	J-9-1
J-10	Safety & Health Management Implementation Guide and Assessment Matrix	J-10-1 – J-10-3
J-11	Strategic Communication Process	J-11-1
J-12	(Reserved)	N/A
J-13	Data Procurement Document (DPD)	J-13-1 – J-13-28
J-14	Work Management / Work Order Process	J-14-1
J-15	(Reserved)	N/A
J-16	(Reserved)	N/A
J-17	IDIQ Labor Category Position Descriptions	J-17-1 - J-17-2
J-18	Wage Determination	J-18-1 – J-18-9
J-19	Applicable Regulations, Procedures, and Documents	J-19-1 – J-19-3
J-20	Acronym List	J-20-1 - J-20-3

# **ATTACHMENT J-1**

## PERFORMANCE WORK STATEMENT (PWS)

1.0	300	J <del>G</del>
2.0	OSA	AC Mission
3.0	Proc	gram Management
		Contract Management
		Property Management
		Occupational Safety and Health
		Work Management
		Data Collection
		Information Technology Security
4.0	Stra	tegic Research & Analysis
	4.1	Environmental Monitoring
	4.2	Stakeholder Analysis
	4.3	Audience Research
	4.4	
	4.5	Benchmarking
5.0	Con	nmunication Strategy, Planning and Message Management
	5.1	Communication Goals & Strategy
	5.2	Communication Plans
	5.3	Key Message Development and Management
	5.4	Channel Relationship Development
6.0	Con	nmunication Services and Product Development / Delivery
	6.1	Center Collateral Development
	6.2	Executive Communications
	6.3	
	6.4	
	6.5	Media Products
	6.6	
	6.7	
	6.8	
	6.9	Events
7.0	Inde	finite Delivery/Indefinite Quantity

## 1.0 Scope

The scope of this Performance Work Statement (PWS) provides comprehensive communications services to support the Office of Strategic Analysis and Communications (OSAC) in achieving the communication goals and strategies of NASA and Marshall Space Flight Center (Marshall). To that end, OSAC will execute an overarching communication strategy that includes clearly and consistently communicating NASA's strategic vision and guidance, and Marshall's direction, roles, capabilities, and expectations – internally and externally – to various stakeholder groups. In accomplishing these communication activities that directly support the advancement of Agency goals and Marshall mission assignments, the contractor shall provide communications related support as outlined below.

The contractor shall support Marshall in implementing and maintaining a strategic communications capability that integrates and aligns the Center's communications with Agency direction to enable informed communications and manage effective stakeholder relationships for advancement of NASA's strategic goals. The communications capability shall consist of three primary, integrated functional areas: strategic research & analysis; communication strategy, planning and message management; and communication services and product development/delivery.

Strategic research & analysis, as described in PWS 4.0, shall serve as the foundation for communications by infusing research and analysis results into the development of strategy and planning consistent with Agency direction; message management aligned with NASA's key messages; and communication services and products required by the Center and its assigned programs and projects. Communication strategy, planning and message management, as described in PWS 5.0, shall serve as a major cohesive element and drives all communication service and product development activities. Communication services and product development / delivery, as described in PWS 6.0, shall provide vehicles and venues for communications with NASA and Marshall's stakeholders. A visual representation of this communication process is included in Attachment J-11.

In performing the requirements of the PWS, the contractor shall clearly demonstrate an understanding of the difference between communications and strategic communication as an integrative process guiding strategy and messaging through audience-driven delivery mechanisms. The contractor shall ensure that communications are based on a clear understanding of the targeted audience and convey NASA direction and guidance and Marshall's role and responsibilities in accomplishing the Agency's missions. Messages must be designed to reach and connect with the desired audience in a compelling format, and the right mix of channels must be selected to obtain the desired exposure and outcomes. The contractor shall measure communication results and incorporate refinements into future communication strategies.

In order to establish successful communication capabilities, the contractor shall develop, implement, and execute a comprehensive suite of services, products, tools, and techniques across all functional and sub-functional elements within the PWS.

The contractor shall support OSAC management and OSAC's customers in a responsive, integrated, and communicative manner. The contractor shall work as a team with OSAC to contribute to the organization's success. The contractor shall demonstrate an understanding of OSAC's communication mission and act as a member of an integrated OSAC team in providing new and innovative communication services.

## 2.0 OSAC's Communication Mission

Consistent with Agency direction and guidance, OSAC, as Marshall's organization chartered to develop and manage the Center's communications system, is responsible for creating, preserving, and strengthening support for NASA's vision and missions, and ensuring that analysis and communications are integrated and aligned with NASA direction and guidance and Marshall mission assignments. OSAC's Organizational Chart, Attachment L-7, shows communication functions and performance management functions as outlined below:

## **Communication Management:**

OSAC's communication mission is to develop, execute and guide a strategic communications capability to manage stakeholder relationships based on agency direction, program intelligence, and center strategies and priorities. OSAC will fulfill its mission by:

- Building a communication system (people, processes, tools) that is recognized within Marshall as the preferred provider of communication strategy, products and services and as a critical capability to enable Marshall's future
- Enabling message-sharing and exchange to promote an accurate and positive representation of Marshall throughout NASA and the external community with communication products and services
- Increasing the Center workforce's knowledge about NASA direction and guidance and Marshall's goals and objectives in fulfilling the Center's assignments
- Promoting inter-organizational information-sharing across the Center and with key stakeholders
- Supporting accountability for communication within the Center's workforce
- Fostering two-way communication throughout the Center

The infusion of communications into daily activities is essential for organizational health and sustainability. OSAC's mission approach is customer-driven, results-oriented and multi-faceted. OSAC is committed to helping Marshall achieve success through efficient, responsive and timely planning and execution of a continuum of communications products and services.

### Performance Management:

OSAC's overall mission also includes the Center's performance management function. This function provides integrated analysis, planning, and evaluation of Marshall's program, project, and institutional performance relative to Agency direction and guidance and Marshall's mission assignments. Performance Management efforts are not included in this PWS.

## 3.0 Program Management

The contractor shall provide administration and technical management for effective direction, control, and integration of all efforts performed under this contract. This includes the development and execution of a disciplined management philosophy and clearly defined processes and tools to be applied and integrated throughout contract activities to meet all requirements of the performance work statement. The contractor shall provide a system to measure and monitor contact performance on all PWS activities. Additionally, the contractor shall be required to travel in support of various PWS activities.

The contractor shall report and document this work and fulfill the requirements of associated Data Requirement Descriptions (DRD's) as outlined in Data Procurement Document (DPD) 1140 (Attachment J-13). The contractor shall determine the data restriction that applies to each data deliverable and mark or transmit the data restriction in accordance with section 2.3.3 of the Data Procurement Document.

In performing the effort delineated in this PWS, the contractor shall provide systems and applications associated with the six covered Electronic and Information Technology Accessibility product groups specified below. All systems and applications associated with these groups shall comply with the applicable standards contained with the Federal Acquisition Circular 97-27, Electronic and Information Technology (EIT) Accessibility, Section 508 of the Rehabilitation Act of 1973 by implementing the applicable Technical Standards (Subpart B) including:

- 1) Software Applications and Operating Systems (1194.21)
- 2) Web-based Intranet and Internet Information and Applications (1194.22)
- 3) Telecommunications Products (1194.23)
- 4) Video or Multimedia Products (1194.24)
- 5) Self-Contained Closed Products (1994.25)
- 6) Desktop and Portable Computers (1194.26)

The contractor shall comply with the requirements of the Americans with Disabilities Act.

3.1 Contract Management. The contractor shall provide planning, integration, and management of all contract activities to ensure disciplined and quality performance of work and timely application of resources necessary for work completion. Contract management effort shall apply to the entire performance work statement (PWS); including, the mission schedule and all Indefinite Delivery/Indefinite Quantity (IDIQ) task orders issued by Marshall.

The contractor's plan and approach for contract administration and technical management shall be documented and submitted in a Management Plan in accordance with DRD 1140MA-001. The contractor shall clearly document in the Management Plan the integrated processes by which the PWS will be performed. The contractor shall provide and use an integrated management system to monitor and measure performance of planning, scheduling, progress reporting, quality assurance, and completion of work orders or projects. This shall include an automated electronic work order management system for life cycle management of all work orders and shall include the capability to provide real-time current and historical status of all work orders from initiation to completion.

In support of the contractor's management approach, the contractor shall prepare and submit the following: Financial Management Report (533M and 533Q) in accordance with DRD 1140MA-002; Quarterly and Monthly Technical Progress Reports in accordance with DRD 1140MA-003; Badged Employee and Remote IT User Listings in accordance with DRD 1140MA-004; Contractor Employee Clearance Documents in accordance with DRD 1140MA-005; Position Risk

Designation for Non-NASA Employee Forms in accordance with DRD 1140MA-006; and Organizational Conflict of Interest (OCI) Avoidance Plan in accordance with DRD 1140MA-007.

3.2 Property Management. The contractor shall implement an inventory control system for all controlled property and equipment. The contractor shall prepare and maintain a database identifying and listing all equipment, materials, tools, etc., provided by the Government for use by the contractor in the performance of contracted effort, and for which the contractor has been given physical custody. The Government Property Management Plan shall be prepared and maintained in accordance with DRD 1140LS-001.

The contractor shall comply with the following specifications and government work instructions:

MWI 4220.1	Space Utilization, Communications Furniture, Relocation, and Special Event Services
MWI 4200.1	Equipment Control
MWI 4300.1	Disposal Turn-Ins / Reutilization Screening
MWI 4500.1	Property Support: Furniture Operations, Retail Supply Operations, Warehousing, and Food Services
MWI 4520.1	Receiving
MWI 4520.2	Use of Procurement Discrepancy Tracking System (PDTS)
MPR 4000.2	Property Management
FAR Part 45	Government Property
NFS Part 1845	Government Property

- 3.3 Occupational Safety and Health. The Contractor shall establish and implement an industrial/occupational safety, health, and environmental program and provide a Safety, Health, and Environmental (SHE) Plan in accordance with DRD 1140SA-001. The contractor's industrial/occupational safety, health, and environmental program shall incorporate the following:
  - Management leadership and employee involvement.
  - b. System and worksite analysis.
  - c. Hazard prevention and control.
  - d. Safety and health training.
  - e. Environmental compliance.

The contractor shall report mishaps and safety statistics to the Marshall S&MA Office in accordance with DRD 1140SA-002.

The contractor shall provide building managers and safety monitors for buildings 4466, 4631, and 7214. For these buildings, the contractor shall perform required surveys and reports on chemical inventories and warehouse space requirements.

The contractor shall place special emphasize on safety procedures for all exhibit operations, especially as it relates to the use of hazardous/controlled chemicals, fabrication and heavy equipment usage, transportation, and public safety in all venues, etc.

3.4 Work Management. The contractor shall establish, implement, and maintain an automated electronic work order system required to plan, organize, direct, and control contract activities for materials, supplies, equipment and travel associated with the core mission portion and IDIQ Task Orders. The work order system shall reflect technical and budget content in support of OSAC and OSAC's customers (including Marshall's Engineering Directorate, Shuttle Propulsion Office, Exploration Launch Office, Science & Missions Systems Office and NASA

Headquarters Exploration Systems Management Directorate and Public Affairs Office). The contractor shall provide the Government with access to the automated electronic work order management system as depicted in Attachment J-14. The automated electronic system shall be an interactive system to be used by the government and the contractor. The automated electronic system shall provide electronic routing and approval of work orders (WOs) to authorized government and contractor approving officials. In addition, the contractor's automated system shall track the status of each WO from planning/initiation to completion and record projected and actual resources data for each. This data shall be reported by unique project numbers (UPN) and have direct tracking capability to the estimated and actual costs back in the contractor's Financial Management Report (per DRD 1140MA-002) at all levels down to WO cost sub-elements and organizational funding levels. The contractor's automated electronic system shall be an integrated system that allows insight and management of the PWS requirements.

The contractor's automated electronic work order management system shall provide a unique project numbering system with traceability of tasks through their lifetime; electronic notification of the order's status; approval tracking, revision tracking, traceability to a minimum of PWS level 3, delineation of inactive and active tasks, period of performance of each task, and estimated and actual costs. The system shall be capable of allowing the COTR, Performance Monitors, and Contractor Program Manager the ability to review and approve each work order prior to beginning the task.

Each Work Order shall include: a WO number allowing traceability to OSAC or the requesting organization; traceability to a minimum of PWS level 3; name of the government requesting official; work order initiator; work order description and/or objectives; total estimated and actual costs by major cost element, as applicable (such as materials, supplies, equipment and travel, etc.); deliverables and milestone dates; benefiting program(s); and special instructions.

The automated electronic work order system shall be capable of providing a Cost Summary Report, in spreadsheet form, that contains the following information for the base year and each option year for each organization/customer: WO number; WO title; total estimated and actual costs with and without fee. The Cost Summary Report shall roll-up each PWS level 3 elements into an overall contract performance summary. Additionally, the system shall allow query capability by each UPN element and work order number. The contractor shall submit a monthly work order report in accordance with DRD 1140MA-003, Quarterly and Monthly Technical Progress Reports.

- 3.5 Data Collection. The contractor shall develop and maintain an integrated, electronic data collection system to capture and store information and content for PWS functional sub-elements. The automated electronic system shall be an interactive system to be used by the government and the contractor. The electronic system shall provide data cross-referencing capability across PWS functional sub-elements to inform and assist in the execution of all strategic communication contract activities. Additionally, the contractor shall provide a relational electronic archive of all final products and plans delivered and accepted by OSAC for version control and reference. The contractor shall provide and maintain a comprehensive matrix of all databases and systems to be implemented in support of the PWS data control measures. The contractor shall identify administrative POC's, data / information captured by functional sub-element, accessibility requirements, and integration capabilities.
- 3.6 Information Technology Security. The contractor shall prepare a Contract Information Technology Security Program Plan (CITSPP) that documents how the contractor and subcontractor personnel will comply with the requirements of NPR 2810.1, Security of Information Technology. The contractor's CITSPP shall address security measures for any systems and

databases containing Government information. The contractor shall prepare the Contract Information Technology Security Program Plan in accordance with DRD 1140CD-001.

## 4.0 Strategic Research & Analysis

The contractor shall provide personnel with core competencies comprised of researchers and analysts to provide analysis and interpretation of the external environment and identification of relevant issues and trends important to NASA and Marshall. The strategic research & analysis function will serve as the foundation for the strategic communication program. Strategic research & analysis activities include: environmental monitoring; stakeholder research and analysis; audience research; measuring communication effectiveness; and benchmarking/identifying best practices.

- 4.1 Environmental Monitoring. The contractor shall support the strategic communications plan through continual monitoring and reporting of external program or technical environment factors that could potentially influence or impact Marshall's ability to successfully accomplish its mission assignments. The contractor shall develop effective strategic communication vehicles consistent with NASA and Marshall goals, which deliver the knowledge gained from external monitoring and assessments. This effort shall provide Marshall with an increased awareness to foster effective decision-making.
- 4.1.1 The contractor shall provide environmental assessment services to improve program literacy and environmental awareness. These services will provide critical content and information to be incorporated into communication product development activities. Environmental monitoring services shall include, but not be limited to, the following:
  - Synopses of Agency and Center management council minutes, reports and policy;
  - Biographical briefs on key stakeholder and annual external environmental characterizations;
  - External environment profiles or special topic research;
  - Alerts and news highlight services targeted to Center executives and management.
  - Weekly notification of events, headlines, Agency developments and planned products, and pertinent articles that relate to strategic analysis, planning, and management functions;
  - Support the strategic research & analysis function to include concentration on Agency, legislative, political, economic, social, technological, and macro- and micro- event monitoring relevant to Marshall's mission assignments;
  - Develop daily packages that provide senior management with insight to Marshall external published activities that include sources from newspapers clips, magazines, clip services, internet, and other media venues (such as TV interviews, news releases issued, etc.).
- 4.1.2 The contractor shall provide and maintain an integrated calendar of strategic events and external and internal studies and reports of interest to the Agency.
- 4.2 Stakeholder Analysis. The contractor shall provide research on stakeholders' positions and needs that impact NASA and Marshall's ability to accomplish its mission assignments. Based on the results of this research, the contractor shall provide proposed recommendations, strategies, and products that integrate strategic research and analysis with Marshall's decision-making process. This support provides a crucial interface with the Marshall end-users and is especially important for ensuring timely and appropriate feedback from the end-users for informed senior management decisions.

- 4.2.1 The contractor shall continuously research internal and external stakeholders' positions and needs to capture critical information such as significant trends, satisfaction measures, future requirements and technology developments. Results shall be analyzed and incorporated into executive summary reports that are used to inform Center planning and message alignment and development. Internal audiences include: NASA Headquarters, NASA Field Centers, and Marshall Employees. External audiences include: Congressional Delegations / Elected Officials / Executive Branch Offices; Aerospace Industry Primes and Contractors; Department of Defense (DoD); Local and Regional Communities; and International, National, and Local Media.
- 4.2.2 The contractor shall recommend and research topics relevant to Marshall in accomplishment of its missions. Examples include governance, funding stability, budget processes and schedules, acquisition systems and program complexity, technology priorities, organizational structure and culture, and decision processes.
- 4.3 Audience Research. The contractor shall provide ongoing research and analysis of audience/stakeholders and their evolving needs and requirements for information. This support shall include evaluation and targeting of internal and external audiences to help maximize the communication impact within each group. Audience research and analysis will be critical in assisting OSAC in the development of effective communication plans and implementation strategies that are integrated and aligned with Agency direction and guidance.
- 4.3.1 The contractor shall continuously research and analyze audience trends; segments; needs and requirements; preferred venues; current and recommended communication channels/vehicles; recommended communication frequency; and recommended communication tactics.
- 4.3.2 The contractor shall develop audience briefs, presentations, whitepapers, and profiles for NASA / Marshall audiences to support executive communications.
- 4.4 Measuring Communication Effectiveness. The contractor shall evaluate the effectiveness of key messages, vehicles, and channels to assist in the identification of any communication delivery obstacles; aid in the adjustment of a particular communications approach; or inspire new direction. The contractor shall develop, implement, and maintain a communications measurement system comprised of both quantitative and qualitative methodologies to evaluate pre- and post- event message effectiveness and communication value. The system shall define forecasted, measurable outcomes to judge the effectiveness of communication implementation. The measurement of communication effectiveness shall be used as a building block for OSAC strategic planning and tactical decision-making.
- 4.4.1 The measurement system shall gauge the effectiveness of all aspects of the strategic communication program. Data sources may include measurement sources such as: Public & Employee Communications press and exhibits activity metrics; web based content feedback; campaign feedback; value analysis; focus groups, and a variety of surveys (climate survey, customer satisfaction survey, and internal communications survey). The contractor shall assist OSAC in the continuous refinement of data sources and attributes to include in the measurement system.
- 4.4.2 The contractor shall measure the effectiveness of communication services and products in areas such as: communications activities including results of ongoing communications efforts, tactics, and evaluation of new approaches; message effectiveness including awareness, comprehension and audience reaction; and response or action including level of agreement, debate or acceptance of communications messages, overall attitude of the

stakeholder(s) and behavior change. Additionally, the contractor shall utilize measurement results to develop and maintain an accurate baseline of current Marshall communications services and products.

- 4.4.3 The contractor shall conduct pilot tests for any new instruments / tools used to measure communication effectiveness and customer satisfaction. Pilot tests shall be analyzed for reliability by the contractor and approved by OSAC management prior to implementation. The contractor shall assist OSAC in the administration of all system measurement instruments / tools.
- 4.4.4 The contractor shall provide communication measurement results, analyses, and proposed recommendations to assist in on-going improvements for strategic planning and communication product development.
- **4.5 Benchmarking.** The contractor shall provide OSAC with process and best practices benchmarking on a wide variety of program processes and/or functions using a broad range of research tools and techniques. This information shall be used to assist OSAC in identifying best practice and process strategies for adoption and integration into an interactive and dynamic strategic communication approach.
- 4.5.1 The contractor shall identify and develop a broad range of benchmarking tools and techniques that may include informal conversations with customers, quantitative research, indepth marketing research, surveys, questionnaires, process mapping, and focus groups.
- 4.5.2 The contractor shall identify and recommend organizations, such as government agencies and industry leaders, to be included in continuous benchmarking efforts that monitor the communication field's state-of-the-art processes and practices. This information will be used to enhance the organization's communication capabilities / processes and to establish a standard of comparison in Center and organizational assessments. The contractor shall also identify and recommend best-practice external entities with whom to establish partnerships.

## 5.0 Communication Strategy Planning and Message Management

The contractor shall provide strategic communication planners as a core competency for this effort. The communication strategy planning and message management function drives all communication service and product development / delivery activities and serves as a major cohesive element within strategic communications. The contractor shall incorporate the results of strategic research and analysis to assist the Center in ensuring communication strategies, planning and message management activities are integrated and aligned with Agency direction and guidance and Marshall's mission assignments. The contractor shall provide data and analysis that measures the progress toward accomplishing communications goals.

Planning and messaging activities shall include: communication goals & strategy, plans, key messaging, and channel relationship development.

5.1 Communication Goals & Strategy. The contractor shall assist OSAC in ensuring the Center's communications are integrated and aligned with Agency direction and guidance by recommending communication strategies consistent with this purpose. The contractor shall assist OSAC in communication strategy development to address existing communication needs and ensure communications are measured, effective, promote synergy, control cost, and maximize resources. This function shall enable the development of effective communication planning. The contractor shall provide proposed recommendations for the

development and continuing enhancement of communication goals and strategies consistent with Marshall's mission assignments.

- 5.1.1 The contractor shall assist OSAC in researching, recommending and documenting communication strategies and goals; facilitate partnerships with industry, academia, DoD, government agencies, NASA Headquarters, and other NASA Centers; increase workforce knowledge about program performance; engage information sharing, and develop a self-sustaining communication process to support integrating communication and dissemination.
- 5.1.2 The contractor shall assist OSAC in researching, recommending and documenting strategies for using emerging technologies to more efficiently and rapidly deliver media and other communication products in a manner compatible with the audience / stakeholder needs, requirements, and capabilities to increase coverage of Marshall programs and activities.
- 5.1.3 The contractor shall assist OSAC in researching, recommending and documenting a variety of outreach strategies that focus on educating and informing members of Congress and staff of relevant programs.
- 5.2 Communication Plans. The contractor shall develop comprehensive communication plans that are designed to integrate Agency direction and guidance and achieve organizational program goals and objectives consistent with Marshall's mission assignments. The communication plans shall unify multiple activities to form a singular purpose, promote accountability, and support efficiency by focusing communication efforts and maximizing resources. The communication plans shall support the organization's mission and key program objectives and provide the foundation for integrated communication service and product development and delivery. All plans shall be maintained in a relational electronic archive for version control and reference. Communication planning shall be structured to support all functional sub-elements of communication service and product development and delivery activities.
- 5.2.1 The contractor shall ensure that communication plans are comprehensive and answer key questions such as: which segments of the defined audience(s) shall be addressed; which communication messages and vehicles shall be used to reach targeted audiences; how frequent shall communication occur to audience(s); which vehicles are already serving the defined audience(s); what communication tactics are recommended to reach each audience; and how the effectiveness of tactics will be measured.
- 5.2.2 The contractor shall assist OSAC in planning for a broad range of government and community outreach initiatives that educate, inform, and build relationships with key stakeholders. The contractor shall identify, research, and oversee the development of a variety of written and audiovisual communication products to support an integrated, regional outreach program to community leaders, news media, community service organizations, programs, and local and regional governments. This effort includes supporting the Center's Speaker's Bureau Program to include research, monitoring, and analysis of the greatest potential for speaking engagements as well as providing recommendations on the most appropriate speaker(s), topics, message, and products for the event. The contractor shall identify speech points of contact, event background information, past performance, and audience demographics. The contractor shall evaluate speakers and provide feedback to OSAC.
- 5.2.3 The contractor shall identify internal and external publications that are appropriate for inclusion in the public inquiries archives and other communication venues and channels.

- 5.2.4 The contractor shall research, recommend and document exhibit venue opportunities to appropriately support Marshall's mission assignments and role in support of achieving the Agency's strategic goals.
- 5.2.5 The contractor shall develop and maintain a report matrix that documents the status of each communication plan and an OSAC strategic calendar for action and decision-tracking. The contractor shall monitor the status of Marshall and OSAC agendas to ensure that they are progressing on time and according to plan. The contractor shall alert OSAC management as accountability reports or deadlines come due.
- 5.3 Key Message Development and Management. Consistent with Agency direction and planning, OSAC generates and communicates key messages about NASA, and Marshall's progress and plans to provide an accurate and positive representation of the Agency to both internal and external audiences. The contractor shall assist the government in the development and integration of key messages and decisions that are consistent with NASA Agency direction; reflect understandable, repeatable core messages; and are credible to audiences. Key messages shall identify and articulate program objectives and themes to stakeholder groups. The contractor shall establish and implement a key message development and management process that allows Marshall to effectively reach its targeted audiences. This includes continuously refreshing messages, creating new messages to maintain current and relevant content, and ensuring consistency of all messages.
- 5.3.1 The contractor's message management process shall include: notification to communicators of new Agency direction; development, review, and approval criteria; capture and store capability; and distribution and publishing of key messages and decisions to Marshall management and communicators. The contractor shall infuse key messages into key Center collateral products and provide updates on a quarterly basis.
- 5.3.2 The contractor shall implement and maintain a key message tool or relational database to store and version control key messages and communication themes. Pertinent information may include: targeted audience, date implemented, revision dates and rationale. Additionally, the contractor shall develop and maintain a Communicator Corner's website, a resource for communicators across the Center that promotes message consistency and currency.
- 5.3.3 The contractor shall promote key message sharing and exchange by transmitting critical messages and decisions from senior management to those who need it; incorporating key messages and decisions that represent the Agency's vision and mission; implementing a broad range of communication vehicles to reach the Marshall stakeholders; and supporting extensive political and public outreach initiatives.
- 5.3.4 The contractor shall assist in the development and execution of effective communications by facilitating the creation of recognizable messages that accurately portray organizational-unique capabilities and attributes tailored to each Marshall stakeholders' needs.
- 5.3.5 In the event of an emergency or crisis, the contractor shall provide immediate support to create, re-establish or re-direct key messaging as necessary to ensure that Marshall maintains the ability to effectively portray its capabilities, attributes, and intentions to its stakeholders.
- 5.4 Channel Relationship Development. The contractor shall assist OSAC in structuring tailored communication programs, consistent with Agency direction and guidance, and supportive of the Center's overarching communication plans based on channel strategies and relationships through informed media venues such as newspaper, radio, magazines, television,

internet, sound bites, etc. Multi-channel integration, value propositions, and media placement / positioning shall be included in the overall channel strategy. The contractor shall provide recommendations on optimum media venues to achieve the most effective communication results.

- 5.4.1 The contractor shall assist OSAC in channel segmentation based on relationship development and may include major themes such as commitment, cooperation, trust, and conflict management.
- 5.4.2 The contractor shall also measure media positioning effectiveness though a broad-range of techniques such as perceptional mapping, factor analysis, multi dimensional scaling, etc. It is expected that this aspect of channel relationship development will integrate tightly with the audience research and communication effectiveness measurement functions describe in PWS 4.3 and 4.4.

## 6.0 Communication Services and Product Development / Delivery

The contractor shall provide personnel with a core competency comprised of "Communicators" to identify and create services and products aligned with Agency direction and guidance and Marshall's organizational objectives and goals driven by mission assignments. This function shall provide vehicles and venues for effective communications with Marshall's stakeholders. Services and products shall be driven by established communication goals, strategies, plans and messages that are informed by the key message management process. The contractor shall also seek opportunities for cross-promotion among communication vehicles and repurposing of content for efficiency and results. Communication Service and Product Development / Delivery activities shall include: Center collateral development; executive and employee communications; public inquiry responses; media products; web content management; technical documents and products; exhibits; and events management. The contractor shall be required to travel in support of this function with the potential for extensive travel in the areas of media products, technical web content management, and exhibit support.

- 6.1 Center Collateral Development. The contractor shall assist OSAC in the development, production, and continual enhancement of strategic communication products targeted to specific stakeholder groups. This effort may include coordination with other Center organizations to create products. Center Collateral products include: Center Overview Kit with customized fact sheets and presentations, brochures, posters, and animation / video that include relevant Agency and Marshall messages. This support shall include the creation of high-level communications products with maximum impact and flexibility for leveraging at multiple venues.
- **6.2 Executive Communications.** The contractor shall assist OSAC in the development and implementation of comprehensive, effective executive communications consistent with Agency direction and guidance and Marshall strategies, goals and objectives driven by mission assignments. The contractor shall coordinate within the OSAC organization and with Marshall Programs and Projects and other sources for appropriate, accurate, and consistent information. Executive communication products may include but not be limited to articulate, inspiring, and accurate speeches and speech materials, talking points, articles, white papers, and presentations.

It is expected that strategic research and analysis will be infused into executive communication product development as well as used to prepare executives for their engagements. To promote

integration, coordination of executive communication products within OSAC is expected prior to delivery to the executives.

The output of PWS 4.0 that pertains to preparing executives for communicating includes, but is not limited to, information and analysis about the Center and its operations; stakeholder briefs; digest of minutes from council and board meetings; environmental assessments to improve program literacy and environmental awareness; and research papers on important issues that affect Marshall decision making. To meet the objective of preparing the executives, the output of strategic research and analysis must be timely, effectively communicated, and packaged for a high-level executive audience.

- 6.2.1 The contractor shall coordinate speechwriting actions so that one or more speeches or presentations can be in production simultaneously. This effort shall include support to senior Marshall management, including the Center Director, Deputy Center Director, Associate Directors; and other executives speaking in a variety of public venues.
- 6.2.2 The contractor shall provide the executives and OSAC with feedback and training on proven and/or innovative tools and techniques to ensure effective and consistent communications. Training shall be provided as requested and shall include proper and effective speaking, diction, and non-verbal cues.
- 6.2.3 The contractor shall coordinate closely with Marshall technical subject-matterexperts to ensure executive communication materials convey accurate and timely content. Additionally, the contractor shall support executive engagements with both internal and external audiences, including those at top-levels of government.
- 6.3 Employee Communications. The contractor shall assist OSAC in the development and implementation of comprehensive, effective employee communications that are consistent with Agency direction and guidance and with Marshall's goals and objectives driven by mission assignments. This program shall focus on the creation and management of deliverables to communicate NASA, Marshall, and organizational messages and progress to the workforce. Employee communication products may include but not be limited to: important time-sensitive information and news for Marshall employees; newspaper with news, articles, human interest pieces, announcements, classifieds for Marshall employees; information on upcoming NASA and Marshall events; and updates with web links to Marshall events, news, safety bulletins. Effective internal communications help engage Marshall's workforce and align employee's performance to NASA, Marshall, and organizational goals.
- 6.3.1 The contractor shall monitor employee communication needs and provide recommended strategies, messages and vehicles to meet those needs to assist in on-going tactical improvements to the internal employee communications program and refinement of integrated communication plans.
- 6.3.2 The contractor shall assist OSAC in the development, production, and continual enhancement of internal communication vehicles including written, electronic, and broadcast products. All communication products shall be submitted for review to OSAC management in a final layout product ready for publication. The final products shall meet all publication requirements, including formatting for posting on the Marshall World Wide Web Home Page in HTML format.
- **6.4 Public Inquiries Responses.** The contractor shall provide consistent, easily understood communications on Marshall activities in response to public inquiries. This includes responses to complex and general requests on all NASA and Marshall programs, past and

present. The contractor shall provide responses by using stock answers when available or refer calls to appropriate experts as needed. When necessary, the contractor shall develop new and updated stock responses consistent with communication strategy planning and message management. Public Inquiry requests shall include written, electronic, walk-in, and telephone requests.

- 6.4.1 The contractor shall prepare written correspondence for official signature in response to general public inquiries as required.
- 6.4.2 The contractor shall develop, maintain, and update a database of stock responses to the most frequently asked questions (FAQ). The contractor shall post and keep current all appropriate FAQs in a web-based file.
- 6.5 Media Products The contractor shall provide media relations support through print and electronic media channels / products to increase public awareness of NASA and Marshall activities. The contractor shall research and identify to OSAC management topics and activities that hold the greatest potential for media appeal. Based on OSAC management approval, the contractor shall develop, compile, and distribute a comprehensive suite of media products for treating those topics. To accomplish this effort, the contractor shall utilize a broad range of news and feature writing skills, public affairs judgment, knowledge of journalistic and photo-journalistic style, news media requirements, public affairs policies, mission and program requirements, and communicate complex technical topics in an easily understood manner.
- 6.5.1 The contractor shall research and develop resource material and participate in necessary media training. During Marshall-managed missions, the contractor shall also write, coordinate, compile and distribute written and audio status reports for the news media and mission management on research activities, progress, and accomplishments.
- 6.5.2 The contractor shall research, schedule, and facilitate the preparation of art and photos; coordinate, write, update, proofread, edit, compile, and distribute text; prepare media products for printing or electronic posting; and provide other non-technical writing tasks as needed. In addition, the contractor shall plan, develop, and oversee the creation of photo releases, video files, graphics and other required illustrations to accompany media products.
- 6.5.3 The Contractor shall provide clear and articulate payload mission commentary using knowledge of public affairs policies and sound public affairs judgment, an understanding of broadcast journalism, as well as radio and television news programming techniques, requirements, and deadlines.
- 6.5.4 The contractor shall develop and maintain current media product distribution lists and other media-support products; establish and maintain working relationships with national, regional, local, and specialized media in coordination with channel strategy; actively market media products to these outlets, and distribute media product through appropriate channels.
- 6.5.5 The contractor shall facilitate visits by news representatives to Marshall, in conjunction with media activities. The contractor shall also assist OSAC in operating facilities to which media representatives can visit or call to cover missions or events.
- 6.5.6 The contractor shall maintain the media electronic archives of media materials / products and ensure Media Relations publications are available to the media in HTML, PDF, and other required PostScript versions. Additionally, the contractor shall ensure that the PostScript versions of media publications can be downloaded at other NASA Centers and printed in their entirety.

- 6.5.7 The contractor shall identify discussion topics, b-roll, and individuals for live interviews on NASA and Marshall related topics to be conducted via satellite with television news stations and networks nationally and work with television staff to implement.
- 6.5.8 On a quarterly basis, the contractor shall research, compile, create and distribute special media relations and exhibits metrics reports. Report activity shall be integrated with measurement of communication effectiveness, strategy, and planning.
- 6.6 Web Content Management. The contractor shall provide support to NASA Headquarters, OSAC, and OSAC customers through web content management and web posting efforts. The contractor shall work with NASA Headquarters and other NASA center media page curators to ensure Marshall information is accurate, appropriate, and highlighted on the NASA Portal and other associated websites. The contractor shall research, monitor, and provide recommendations to OSAC and its customers on web efforts such as procedures, design, and other improvements. These efforts shall highlight the communication goals and objectives of the Agency and Marshall in highly specialized and technical areas.
- 6.6.1 Basic Web Content Management. The contractor shall support OSAC and its NASA Headquarters Public Affairs Office customers by providing content management of Marshall managed public affairs web sites on the NASA portal. The contractor shall develop (as necessary), maintain, and post on the web all content for the Marshall Home Page and Marshall News Room web site, including several program media and exhibit sub-sites. Web content shall reflect key messages and themes determined by an integrated communication strategy. This shall include ensuring that the layout, presentation, and information are current, consistent, and accurate. The contractor shall routinely review all web links on, to, or from the current Marshall home page for appropriateness and currency. Additionally, the contractor shall support NASA websites as identified and approved by OSAC management. The contractor shall post NASA and Marshall headline(s) to the Inside Marshall Intranet site regularly.
- 6.6.1.1 The Contractor shall identify and implement ideas to engage the stakeholders in Marshall space activities through links to live mission and educational activities, electronic inquiries, and other venues that communicate Agency and Marshall messages.
- 6.6.1.2 The contractor shall meet with other Marshall web site personnel, including the Marshall systems curator responsible for Marshall Home Page server, to ensure inter-connectivity and consistency between the News Room site and other Marshall home pages and web sites.
- Science / Technical Content Management. The contractor shall support OSAC and its Science & Mission Systems (S&MS) customer by developing, coordinating, and posting on the web an average of 12 stories per month that contain basic science and technical content. Web content shall be incorporated into an overall, integrated communication plan that addresses Agency direction and guidance for scientific communications. The contractor shall translate English stories into Spanish and develop audio versions of English and Spanish stories. This effort includes the review of complex and detailed scientific, technical literature, and other materials associated with very specialized research areas, to produce written articles and to develop compositions targeted to designated audiences. The contractor shall provide extensive knowledge and understanding of the sciences associated with NASA's research areas, the scientific method and NASA's technology and development approaches. The contractor shall coordinate with Agency and Marshall officials to review, verify and approve all content to ensure compliance with NASA and Marshall guidelines and requirements. In addition, the contractor shall travel to participate in reviews and status meetings at various NASA Centers and at NASA Headquarters. The contractor shall participate in S&MS editorial board process and support

planning activities that ensure alignment and integration of site content with Center and S&MS goals.

- 6.6.2.1 The contractor shall provide quarterly reports and statistical analyses of science communications outcomes and other assessments as requested by NASA. In addition, the contractor shall provide story readership metrics that include but are not limited to audience reach, audio download frequency, and secondary use detection.
- 6.6.2.2 The contractor shall be responsible for managing and implementing the Science@NASA subscriber's lists. The contractor shall develop and execute enhancement projects to bring science to new audiences including testing and evaluating various uses of subscriptions lists and other public outreach approaches.
- 6.7 Technical Documents & Products. The contractor shall provide technical document and product development in highly specialized scientific and technical areas. The contractor shall write and edit material for keynote speakers, panel leaders, and technical presenters, and other subject-matter-experts in support of technical and industry reviews, status meetings, and conferences. Additionally, the contractor shall compile technical papers, fact sheets, technical summaries, meeting minutes, action items, and other relative documentation that describes detailed scientific and technical activities. This support shall provide Marshall stakeholders and audiences with an increased awareness and understanding of the progress of NASA's programs and projects.
- 6.8 Exhibits. The contractor shall provide management, design, fabrication, and operations support for the Marshall and NASA Headquarters' exhibit program. The exhibit program is comprised of static and traveling exhibits that are designed and updated using a variety of audio / visual products and hardware to detail key messages and themes of NASA, Marshall, and specific organizations. Exhibits are both interior and exterior types, ranging from small models to large theme exhibits. Interior exhibits include a large quantity of models and displays of varying sizes and complexity, specialized audio-visual equipment, prototype hardware, and artifacts (such as a lunar rock) that require special handling. Exterior models include small and large-scale models, and mobile exhibits that require special transportation arrangements. All activities shall be conducted in accordance with MPR 1380.2, "Center Public Exhibits and Requirements Process."
- **6.8.1 Exhibit Management.** The contractor shall be responsible for conducting the implementation of multiple simultaneous exhibit programs throughout the contract performance. The contractor shall respond to all exhibit requirements, including those with rapid turn-arounds, in a timely manner. The contractor shall arrange for support and material for all aspects of exhibit management, including traveling exhibits, communication workshops, mementos, and NASA giveaways. The contractor shall administer all applicable material purchases, such as NASA giveaways, through established NASA Headquarters processes prior to acquisition. Supplies, materials and associated expenditures should be itemized in reports to Strategic Communications on a monthly basis.
- 6.8.1.1 The contractor shall coordinate all content for exhibit publications through the OSAC message management process and recommend exhibit brochures and other giveaway material (such as pins, buttons, posters or lithographs), and regularly write or update text and graphics, etc., for exhibits.

- 6.8.1.2 The contractor shall be responsible for owning or leasing the vehicle used to transport HQ sponsored traveling exhibits. The contractor shall maintain all transport vehicles for these exhibits, including but not limited to painting transport vehicles in the same color as the traveling exhibits and affixing NASA insignias on both sides of vehicles.
- 6.8.1.3 The contractor shall support quarterly safety reviews and monthly safety tours with OSAC management. Additionally, the contractor shall oversee mandatory safety training and required physicals.
- Exhibit Design / Fabrication. The contractor shall create, develop, and coordinate new exhibit and display designs considering such things as aesthetics, costs, industry standards, efficient and cost-effective operations, audiences, Agency themes and messages, and Marshall's mission assignments. The contractor shall provide timely fabrication and maintenance to existing exhibits, displays, layout for media and public exhibit information materials, including minor updates and changes as required. The contractor shall incorporate visual, audio, and hands-on materials and effects (i.e., space hardware, scale models, computer programs, live demonstrations, hands-on displays, photographs, illustrations, transparencies, slides, models, typography, dioramas, video productions, animation, creative lighting, sound effects, music, narration, etc.) into new and existing exhibits. The contractor shall produce or purchase models, limited graphics, special Center mementos for official Center presentations, or mounted, matted. and/or framed photographs. The contractor shall ensure exhibits are designed to maximize efficient maintenance, shipping, setup, teardown, and storage. The contractor shall also ensure that all exhibits receive safety assessments prior to completion. The contractor shall coordinate and prepare exhibits for shipping; assemble and disassemble exhibit items locally, nationally, and occasionally internationally; perform minor at-site repair of exhibit hardware; and ensure the safe operation of all exhibits.
- 6.8.2.1 The contractor shall possess extensive knowledge and ability to trouble shoot computer networking with approved computer operations systems; repair and maintain multiple projector operations; construct and install exhibit structures; electric wiring and fixtures using hand and power tools; analyze sketches or scale drawings for temporary or permanent display of exhibit structures and determine amount and cost of material required.
- 6.8.2.2 The contractor shall inform the government when exhibit updates and changes are needed and recommend when decommissioning is required.
- 6.8.2.3 The contractor shall maintain in good repair the graphics, models, and hardware assigned to the contract on display in the "Heritage Gallery", building 4200 Lobby, the U.S. Space and Rocket Center, and other exhibit locations.
- 6.8.3 Exhibit Operations. The contractor shall be responsible for coordinating and operating all on-site and traveling exhibit programs for Marshall and its NASA Headquarters customers. Based on government approved communication plans, the contractor shall organize and implement operational activities that support exhibits (identify and coordinate required staffing and support media interviews, editorial boards, school visits, special tours, demonstrations, lectures, talk show appearances, etc). The contractor shall order and distribute publicity products to support exhibit events. The contractor shall be responsible for the transport of exhibits locally, regionally, and nationally.
- 6.8.3.1 The contractor shall interact with the public, serve as a NASA representative, and act as a tour-guide for all exhibit venues. This effort shall require the contractor to be knowledgeable of NASA / Marshall messages and maintain the most current knowledge of NASA programs and projects. The contractor shall have the ability to convey NASA messages and

technologies to the public in a professional and courteous manner as well as instructing other exhibit staff personnel. The contractor shall wear clothing that is NASA identifiable. Clothing will be purchased at the contractor's own expense, and shall be approved by the COTR.

- 6.8.3.2 The contractor shall plan staffing for all exhibits including coordination of contractor and government support across the Agency and Marshall.
- 6.8.3.3 The contractor shall provide the following support for all NASA and Marshall exhibit programs: research, compile, propose, coordinate, and update exhibit schedules for the current and following year; complete event cost estimates (travel, per diem, drayage, booth space, etc.); evaluate audience participation; provide attendance estimates; develop proposals for special events; coordinate logistics (booth space, electricity, carpet and other logistical details associated with exhibiting hardware, including pre-payments when necessary); prepare correspondence to transmit approvals/disapprovals; coordinate loan agreements where applicable; arrange shipping for documents and other information to sponsors and requesters of NASA exhibits; develop and maintain exhibit files; and provide after-action reports for major events (including newspaper clips and other media coverage).
- 6.8.3.4 The contractor shall be responsible for transporting and delivering all traveling exhibits to scheduled display sites. Responsibilities include the following: consideration of all variables that will affect route time to the event; maintaining functionality of the exhibit set-up, support, and disassembly (such as exterior and interior audio visual equipment, electrical hook ups and access to power outlets, exterior exhibits, and disassembly in preparation for safe transport to other designated venues or safe holding); configuring the exhibit to support the duration of each scheduled event; maintaining the exhibit so that the interior and exterior of the entire exhibit are clean and ready at all times; coordinating and verifying with host sites the logistics requirements related to placement of the exhibit and operations of the trailer (such as level parking, clearance, and safety concerns); and assisting the exhibit team in scheduling and booking arrangements, metrics, and reports.
- 6.8.3.5 In support of HQ sponsored traveling exhibits, the contractor shall carry and provide proof of all current state and federal certifications (including Federal Administrations, Single State Registration, Interstate Fuel Tax Agreement, and all other certificates and registrations required for a company to legally engage in and profit from the interstate transport of contractor owned / leased property). In addition, the contractor shall be responsible for making repairs while on the road as needed (all repairs above \$500.00 must be coordinated for approval); identifying maintenance problems and provide recommended actions to be taken in a manner that will not impact the exhibit schedule; delivery of the traveling exhibits to and from authorized maintenance and repair firms as needed (repairs greater than \$500.00 shall be pre-approved by the Marshall technical representative in writing); provide in writing the repairs and modifications needed and suggest vendors, if applicable, to continue operations and functionality of the exhibit. The contractor shall also retain copies of all set-up instructions, cleaning and repair procedures, warrantees, equipment purchase agreements, and maintenance records for future reference. The records shall be provided to NASA at the end of the contract or when requested by NASA.
- 6.8.3.6 The contractor shall be responsible for all safety requirements in and around traveling exhibits including safety validation of the exhibits and all exhibit operations, processes, and procedures. Safety requirements shall include: maintenance of all safety equipment; identifying and upgrading all equipment that does not meet safety standards; identification of potential hazards and concerns while at an event; and safety of all visitors in and around the exhibits. In addition, safety responsibilities include defining and implementing established

procedures for immediate contact to "911" in the event of an emergency and notification of local police / security during a threatening situation.

- 6.8.3.7 The contractor shall assist disabled visitors with safe ingress and egress to/from exhibits; ensure publication storage / stocking; and adjust temperature, lighting, audio and video levels. The contractor shall ensure that traveling exhibits and all associated equipment are secure at all times. The contractor shall be responsible for maintaining the entire exhibit and maintaining a clean appearance for public presentation, which includes: vacuuming the floors, sweeping inside and outside the exhibit, wiping down the walls and screens, and cleaning the floors.
- electronic inventory control system to track, control, and distribute all publications and Government furnished, contractor acquired property. The contractor shall track, store, maintain, ship and receive the exhibit inventory to be used in museum loans and other venues. In addition, the contractor shall warehouse, stock, and deliver to distribution sites a consolidated inventory of publications for Marshall's media, exhibits, public inquiries, employee relations, government, community, and guest operations. This effort includes providing bulk quantities of publications from on-hand inventories as requested. Additionally, the contractor shall store and manage publications for current and future reference documents and publications in the appropriate medium (hard copy or electronic). Documents and publications include: fact sheets; news references; press kits for Shuttle missions; information and mission summaries; brochures; standardized responses to inquiries; and audiovisual resources such as still photos. The contractor shall comply with the Government property clauses specified elsewhere in the contract.
- **6.9 Event Management.** The contractor shall assist Marshall in coordinating, facilitating, and implementing event management activities in support of Marshall sponsored center and special events. The contractor shall provide support for multiple events occurring at the same time and at various locations. Events may be on-site in the local commuting area or at a remote location requiring overnight stays. The contractor shall maintain contacts, technical experts, purchasing sources, and other resources to respond rapidly to last minute or quick-turnaround requirements. The contractor shall support and coordinate Marshall vendor services, including filling out all necessary paperwork, and procuring services in a timely manner.
- **6.9.1 Event Coordination.** The contractor shall provide special event coordination to organize conferences, meetings, workshops, technical interchange meetings, symposia, display areas, outdoor activities, and other on-site and off-site events. The contractor shall coordinate with the requestor to determine event needs. The contractor shall support and coordinate all event logistical requirements. The contractor shall arrange all logistics associated with organizing programs and events to include: managing the creation and production of publicity products consistent with key messages and communication plans, catering, room and speaker support, audiovisual needs, including photography, audio-video; coordinating all necessary arrangements with facilities, graphic needs, and janitorial requirements to support an event. The contractor shall coordinate all requirements from beginning to completion, and assure their quality during the event.
- 6.9.2 Logistics Support and Guest Operations. The contractor shall facilitate requested government and community events and guest operations to foster relationships with stakeholders. This includes supporting a broad range of government, community, and guest operations such as Marshall's Speaker's Bureau Program, the Von Braun Forum and Dinner, the annual Huntsville Chamber of Commerce breakfast and biennial Open House, Combined Federal Campaign, NASA Administrator and Associate Administrator visits, Congressional visits, NASA

dignitaries visits, Industry / academia VIPs, international visits, and other public events and receptions at which Marshall hosts community representatives. These efforts frequently include coordinating support from organizations across the Agency, Marshall, and the community.

- 6.9.2.1 The contractor shall support event and guest trips by facilitating host responsibilities and coordinating topics, talent, presentation support, event-unique requirements, transportation, and other logistical details. The contractor shall also receive, evaluate, and coordinate requests; maintain executive engagement planner in coordination with OSAC executive communications and Director's staff; recommend adjustments to schedules and agendas; and identify requirements for speechwriting, exhibits, audiovisual and other outreach support.
- 6.9.2.2 The contractor shall identify all materials / merchandising needed for government, community, and guest operations, conduct cost analysis, and negotiate with vendors to obtain best value for the government.
- 6.9.2.3 The contractor shall maintain a contact database containing information such as names, addresses, titles, and historical data for elected officials; NASA contactor companies; NASA and Marshall senior leaders; regional and local university and colleges; and Redstone Arsenal officials. The contractor shall utilize this database to invite participants to Marshall's events and outreach activities. Additionally, the contractor shall maintain Speakers Bureau information on the Marshall web site.

### 7.0 Indefinite Delivery / Indefinite Quantity (IDIQ)

During the course of the contract, it is anticipated that work will be fluid and that work fluctuations will be handled within existing mission capacity. IDIQ task orders will be required for special studies and assignments not being performed in the mission portion of the contract. These IDIQ task orders will require Subject Matter Expert support – interim and long term, for the OSAC PWS functional areas of Strategic Research and Analysis (4.0); Communication Strategy, Planning, and Message Management (5.0); and Communication Product and Service Development and Delivery (6.0). These task orders will require senior expert guidance, analysis, research, and content development related to strategic communication activities including, but not limited to, environmental monitoring, stakeholder analysis, measuring communication effectiveness, communication planning, and key message management. Personnel support must be provided with minimal turn-around time as required by the customer.

Each IDIQ task order will be funded separately and the Contractor shall estimate, track, and report technical and budget progress on an individual task order basis. The number of IDIQ tasks will vary year-to-year. Task Orders will be submitted by the COTR and approved by the Contracting Officer. An overview of the IDIQ task order process is provided at Attachment J-8. The contractor shall submit a monthly IDIQ task order progress report in accordance with DRD 1140MA-003, Quarterly and Monthly Technical Progress Report.

[END OF ATTACHMENT J-1]

### ATTACHMENT J-2

### PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Contract Requirement	Standards of Performance	Acceptable Quality Level (METRICS)	Surveillance Method & Frequency	Weight
	OVERARCHING QU	JALITY AND COST MEASURE	EMENTS	
QUALITY	Competence and availability of contractor personnel; responsiveness, quality and timeliness of deliverables; integration, collaboration and proactive communications; recognition of and improvement in critical problem areas.	Average score of 3.0 to 5.0 on the OSAC Monitor Survey.	Quarterly Monitor Surveys	20%
COST	Actual Cost vs. Planned Cost	Contract Cost maintained in accordance with negotiated value for planned cost, see Clause B.2 and Attachment J-3.	533M and 533Q reports (DRD 1140MA-002)	25%
H A		PERFORMANCE METRICS  1. NASA, Marshall, and		4%
\$2 	Policy, Procedures, and Process Conformance	OSAC policies, procedures, and processes shall be adhered to 100% of the time.	Note: The following methods apply to all Standards of Performance in WBS	
	2. Staffing	2. 100% of positions/ vacancies staffed within	3.0.	3%
WBS 3.0 Program Management		30 calendar days (unless exception approved by COTR)	Management Plan (DRD 1140MA-001) and Quarterly and Monthly Technical	
Program	3. Database / System Management	30 calendar days (unless exception approved by	(DRD 1140MA-001) and Quarterly and	3%

Contract Requirement	Standards of Performance	Acceptable Quality Level (METRICS)	Surveillance Method & Frequency	Weight
WBS 3.0	5. Estimating Process	plans, or other deliverables  5. All work order estimates shall be within 5% of actuals	Note: The following methods apply to all Standards of	2%
Program Management (continued)	6. Property Management	No Property     Management     discrepancies	Performance in WBS 3.0.	2%
	7. Quality (ISO)	7. ≤1 non-conformances per audit cycle	Management Plan (DRD 1140MA-001) and Quarterly and Monthly Technical Progress Reports	2%
	8. IT Security	8. 100% of eligible employees complete annual IT Security training, and no IT related breaches	(1140MA-003)	2% Total=20%
	Note: Substantive quality of products is measured as noted in "Quality" section above	rolated production	Note: The following methods apply to all Standards of Performance in WBS 4.0.	
WBS 4.0 Strategic Research and	1. Accuracy	95% or better error free rate in all products / services (content, grammar, style)	Management Plan (DRD 1140MA-001) and Quarterly and Monthly Technical	2%
Analysis	2. Timeliness	Meet 100% of all required deadlines	Progress Reports (DRD 1140MA-003)	3%
	3. Currency / Availability	Products, services, and results of research and analysis activities are current and available		3%
WBS 5.0 Communication Strategy Planning and Message	Note: Substantive quality of products is measured as noted in "Quality" section above	100% of the time.	Note: The following methods apply to all Standards of Performance in WBS	Total = 8%
Management	1. Accuracy	1. 95% or better error free rate in all products / services (content,	5.0.  Management Plan	2%
	2. Timeliness	grammar, style)  2. Meet 100% of all required deadlines	(DRD 1140MA-001) and Quarterly and Monthly Technical Progress Reports (DRD 1140MA-003)	2%

Contract Requirement	Standards of Performance	Acceptable Quality Level (METRICS)	Surveillance Method & Frequency	Weight
WBS 5.0 Communication Strategy Planning and Message Management (Continued)	Currency / Availability      Consistency      Integrated / Informed Products	3. All communication strategies, plans, and messages are current and readily available 100% of the time.  4. All communication strategies, plans, and messages are consistent with Agency direction and Marshall strategies, goals, and objectives 100% of the time.  5. All communication plans and messages are developed and updated based on strategic research & analysis results 100% of the time.	Note: The following methods apply to all Standards of Performance in WBS 5.0.  Management Plan (DRD 1140MA-001) and Quarterly and Monthly Technical Progress Reports (DRD 1140MA-003)	2% 3% Total = 12%
WBS 6.0 Communications Service and	Note: Substantive quality of products is measured as noted in "Quality" section above  1. Accuracy	1. 95% or better error free rate in all products / services (content, grammar, style)	Note: The following methods apply to all Standards of Performance in WBS 6.0.  Management Plan (DRD 1140MA-001) and Quarterly and	3%
Product Delivery	Timeliness     Currency / Availability	Meet 100% of all required deadlines     All communication products and services are current and readily available 100% of the time.	Monthly Technical Progress Reports (DRD 1140MA-003)	2.5%
	4. Consistency	4. All communication products and services are consistent with Agency direction and Marshall strategies, goals, and objectives 100% of the time.		2.5%
	5. Integrated / Informed Products	All communication     products and services     are developed and     updated based on		2%

Contract Requirement	Standards of Performance	Acceptable Quality Level (METRICS)	Surveillance Method & Frequency	Weight
WBS 6.0 Communications Service and Product Delivery (continued)		strategic research & analysis results and Government approved strategies, plans, and messages 100% of the time.	Note: The following methods apply to all Standards of Performance in WBS 6.0.	
	6. Logistics Support	6. All logistical requirements and customer needs are met 98% of the time.	Management Plan (DRD 1140MA-001) and Quarterly and Monthly Technical Progress Reports (DRD 1140MA-003)	2% Total = 15%

[END OF ATTACHMENT J-2]

### **ATTACHMENT J-3**

### SURVEILLANCE AND COST PLUS INCENTIVE FEE PLAN

The Contractor's performance for the Office of Strategic Analysis and Communications at MSFC, as outlined in Attachment J-2, Performance Requirements Summary (PRS), and explained in Attachment J-1, Performance Work Statement (PWS), and Section B, shall be evaluated using this Surveillance and Performance Incentive Fee Plan. The evaluation criteria and incentive fee structure are outlined below. The Government will evaluate contractor performance every six months to determine the performance incentive fee earned for that period. The Government will evaluate contractor cost control within 30 days of receipt of actual costs at the end of each contract year.

- 1.0 Evaluation Criteria This contract is performance based and utilizes various methods to calculate fee based upon the defined acceptable quality levels for the performance of this contract. The Contractor's Financial Management Report (DRD 1140MA-002), Quarterly and Monthly Technical Progress Reports (DRD 1140MA-003), and the PRS (Attachment J-2) will be used to assess Contractor performance and to determine fee. Problems with services will be identified through Government analysis and assessment, periodic inspections, customer questionnaires, contract monitor surveys, and Contractor self-identification.
- 2.0 <u>Cost Incentive Fee (25% of total fee pool)</u>. The Contractor shall control cost consistent with the negotiated cost. To be eligible for cost incentive fee (in the event of a contract under-run), the Contractor must receive a minimum of 85% of the total performance incentive fee. See Section B for complete information on Cost Incentive Fee determination.
- 3.0 <u>Performance Incentive Fee (75% of total fee pool)</u>. Performance Incentive Fee shall be weighted and distributed as shown in Attachment J-2 (PRS). Due to dynamic Center commitments and changing priorities, the Government may issue a contract modification to revise the PRS prior to the start of any 6-month evaluation period and whenever any IDIQ tasks are added. The performance incentive fee (75% of total estimated fee) weighting for both Mission and IDIQ work can be thought of as having three major components:
  - Quality = 20%
  - Program Management = 20%
  - Unique Performance Metrics = 35%

Fee for performance of a service specified in column two of the PRS, is accepted and paid at the fee percentage indicated in column five of the PRS when the Acceptable Quality Level (AQL) meets or exceeds that indicated in column three. The Contractor shall submit Quarterly and Monthly Technical Progress Reports (DRD 1140MA-003), along with rationale explaining any PRS area where performance deficiencies were noted. If the performance is below an AQL during a 6-month evaluation period, the Contractor shall submit a written corrective action plan to ensure these deficiencies do not occur in the future. The Contracting Officer (CO), with the support of the Contracting Officer's Technical Representative (COTR), will review the Quarterly and Monthly Technical Progress Reports, along with other evaluation criteria stated herein, and determine if there were any actions by the Government, or any other mitigating circumstances, that should be considered in the fee score evaluation.

3.1 Quarterly Quality Monitor Survey Measurement (20%). The need for a high level of quality is important in the performance of this contract. Products and services produced have high visibility and play a vital role in communicating Marshall's roles and capabilities to internal and external stakeholders. In addition, products and services support numerous change

initiatives that require the contractor to be flexible and proactive. Therefore it is important that the Contractor demonstrate competence, responsiveness, collaboration, integration, and the ability to recognize critical problem areas and develop mitigation plans. These critical areas of performance are difficult to measure in a purely objective manner, unlike the program management or unique performance metrics discussed further in this attachment. To address these important areas of quality performance the OSAC will administer a Quarterly OSAC Monitor Survey to evaluate the competence and availability of contractor personnel, their responsiveness, the level of integration and collaboration accomplished within the team, and the recognition of (and improvement in) critical problem areas. A copy of the OSAC Monitor Survey Questionnaire is included at the end of this attachment.

The COTR shall, on a quarterly basis, distribute the OSAC Monitor Survey questionnaire to each of the contract monitors within OSAC. Each survey respondent will provide performance evaluation input and forward the results to the COTR. This information will be used to assess Contractor performance and determine fee for each 6-month evaluation period. 20 percent of the available fee shall be based upon the OSAC Monitor Survey score for the Mission and IDIQ segments of the PWS.

The Contractor must average a score of 3.0 or better (on a 5.0 scale) on the OSAC Monitor Survey to be eligible for fee for this element. Ratings of poor, fair, good, very good, and excellent will be assigned to the different performance areas which are shown below:

- · Competence and availability of contractor personnel
- Responsiveness (unique requests, special assignments, change management, emergencies, etc.)
- Quality of deliverables (appropriateness, completeness, on message, comprehensive, integrated, etc.)
- Collaboration, integration and proactive communication among team members, OSAC, other contractors, and customers
- · Recognition of, and improvement in, critical problem areas

Ratings for each of these performance areas will be scored on a scale of 1-5 as follows:

ADJECTIVE RATING	DESCRIPTION	NUMERICAL SCORE
Excellent	Performance is consistently of high quality with only negligible issues. Performance exceeds standard by a substantial margin, with few elements for improvement, all of which are minor.	5
Very Good	Performance is generally above average with only minor issues. Performance exceeds standard; and although there may be several elements for improvement, these are more than offset by better performance in other elements.	4
Good	Average performance level from a competent contractor with few issues noted. Performance is considered standard; and elements for improvement are approximately offset by better performance in other elements.	3
Generally average performance but several performance issues noted. Performance is less than standard; and although there are elements of standard or better performance, these are more than offset by lower performance in other elements.		2
Poor	Numerous performance issues noted. Performance is less than standard by a substantial margin; and there are many elements for improvement which are not offset by better performance in other areas.	1

The scored ratings will be averaged from all applicable inputs in any one rating period. Fee for this element will then be calculated based on the contractor's final average score applied to the following scale:

Average Score on Monitor Survey		% of Fee paid
\$ x u	> 4.75	100%
	4.51 - 4.74	90%
	4.0 - 4.50	80%
	3.75 - 3.99	65%
	3.51 – 3.74	55%
	3.0 - 3.50	45%
	0 - 2.99	0%

Contractor performance which scores an average monitor survey score below 3.0 eliminates the Contractor from eligibility for payment of this fee. Each technical monitor shall have an equal input into the overall Monitor Survey score. Specific comments or suggestions for performance improvement will be discussed with the Contractor by the COTR and Contracting Officer after each quarterly assessment.

- 3.2 <u>Program Management Measurement (20%)</u>. The efficiency of the Contractor's Program Management is evaluated by the individual AQLs listed below:
- 3.2.1 Policy, Procedure, and Process Conformance (4%) The Contractor shall adhere to all NASA, Marshall, and OSAC policies, procedures and processes at all times in order to earn 100% of the eligible fee. To earn 80 percent of the fee, the Contractor shall have no more than 2 instances of non-compliance. If the Contractor has 3 or more instances of non-compliance, the Contractor shall receive 0 percent fee.

Instances of Non-compliance	% of available fee
0	100%
1-2	80%
3 or more	0%

3.2.2 Staffing (3%). The contractor shall fill 100 percent of the vacancies and new positions within 30 calendar days of a formal Government request to earn 100 percent of the fee allocated to this AQL. To earn 80 percent of the fee, the Contractor shall fill all vacancies and new positions within 45 calendar days of a formal Government request. Where the Contractor is unable to fill any vacancies and new positions after 45 calendar days (without a Government-approved extension) within any 6-month evaluation period, the contractor shall receive 0 percent fee. In rare cases the COTR may grant extensions to these requirements, which must be approved before the 30 day requirement expires.

Time to fill vacancies	% of available fee
100% ≤ 30 days	100%
100% < 45 days	80%
Any vacancies open > 45 days	0%

3.2.3 <u>Database/System Management (3%)</u> The Contractor shall maintain all databases and systems under their control and ensure that the systems are current, accurate, and available 98% of the time to be eligible for 100% of the fee. This equates to not more than 3 instances (in a six-month rating period) when informational databases are not available, not current, or not accurate. To earn 75% of the available fee, the Contractor shall not have more than 6 instances in a six-month rating period. When the Contractor exceeds 6 instances during a 6 month evaluation period, the Contractor shall receive 0 percent fee.

Number of database non-compliance % of available fee instances		
3 or less	100%	
4 - 6	75%	
Greater than 6	0%	

3.2.4 <u>Timeliness/Schedule (2%)</u> The Contractor shall meet all schedule milestones for submission of reports, plans, Data Reporting Descriptions (DRD), or other deliverables (excludes deliverables otherwise noted in PWS 4.0, 5.0, and 6.0) to receive 100% of the available fee for this requirement. To earn 75% of the fee available, the Contractor shall not slip the scheduled reporting dates more than 2 times. Where the Contractor delivers any deliverable more than 2 times late during any evaluation period, 0 percent fee shall be earned for this requirement.

Number of schedule deliverables late % of available fee		
maili	A	100%
P.B.	1-2	75%
	More than 2	0%

3.2.5 Estimating Process (2%) 90% of the time the Contractor's work order estimates shall be within 5% of actuals to earn 100% of the fee for this requirement. If the Contractor's estimates are within 5% of actuals 80-90% of the time the Contractor shall earn 75% of the available fee for this requirement. When the Contractor's estimates are within 5% of actuals less than 80% of the time, 0 percent fee shall be earned for this requirement.

Estimates within 5% of Actuals	% of available fee	
≥ 90% of the time	100%	
80 -90% of the time	75%	
Less than 80% of the time	0%	

3.2.6 Property Management (2%) The Contractor shall manage all property under this contract in accordance with the Government Property Management Plan (DRD 1140LS-001) and have no property management discrepancies to receive 100 percent of fee for this requirement. To earn 75% of the fee available, the Contractor shall not have more than one discrepancy reported. If the Contractor exceeds 1 discrepancy, or is found in non-compliance with the Government Property Management Plan (DRD 1140LS-001) during the six-month rating period, 0 percent fee shall be earned for this requirement.

Number of Property discrepancies	% of available fee
0, and complete adherence to the established property plan	100%
and complete adherence to the established property plan	75%
More than 1 discrepancy and/or lack of adherence to the established property plan	0%

3.2.7 Quality (ISO) (2%) The Contractor shall adhere to the MSFC Quality (ISO) System. The Contractor shall adhere to the ISO 9001 and Marshall Management System with one or less non-conformances (NCR's) assessed by internal or external auditors for the Contractor to earn 100 percent of fee. The Contractor shall adhere to the ISO 9001 and Marshall Management System with responsibility for no more than 2 NCRs for the Contractor to earn 75 percent of the available fee. Where the Contractor has more than 2 NCRs for which the Contractor is responsible, the Contractor shall receive 0 percent of fee for this requirement.

Number of non-conformances	% of available fee
0 -1	100%
2	75%
More than 2	0%

3.2.8 IT Security (2%) The Contractor shall ensure 100% of eligible employees complete required annual IT Security Training and have no IT Security breaches to receive 100 percent of fee for this element. When the Contractor causes an IT Security breach or fails to complete 100% of required training, 0 percent fee shall be earned for this requirement.

Number of IT Security Breaches and/or instances of required training missed	% of available fee
0	100%
1	0%

3.3 Unique Performance Metrics Measurement (35%). The Contractor shall perform self-evaluation and report findings on the Quarterly and Monthly Technical Progress Reports (DRD 1140MA-003). The reported items shall include the standard of performance tasks outlined in Attachment J-2, PRS. Not all efforts under this contract are included in the PRS; however, lack of inclusion in the PRS in no way relieves the Contractor of the obligation to perform all delineated tasks as defined in the PWS. The progress report data will be reviewed and validated by COTR appointed technical monitors. The technical monitors will be responsible for reporting any discrepancies to the COTR. The Government will conduct random audits of the progress report to validate the accuracy of data submitted by the Contractor. Other surveillance techniques employed by the Government include use of the Office of Strategic Analysis and Communication (OSAC) Quarterly Monitor Survey (described in paragraph 3.1 above), review of financial management data procurement documents (DRD 1140MA-002), and audits of the Contractor's Management Plan (DRD 1140MA-001).

As a measure of the quality of the services provided for the WBS Mission portions, unique metrics are listed for each functional area. The combined total of these unique metrics for the Mission (and any IDIQ tasks awarded) represent 35 percent.

3.3.1 <u>Strategic Research and Analysis Measures (8%)</u> WBS 4.0 describes contractor efforts required to provide analysis and interpretation of the external environment and identify relevant trends important to Marshall and NASA. Functional tasks include environmental monitoring, stakeholder analysis, audience research, measuring communication effectiveness, and benchmarking. The efficiency of the Contractor's Strategic Research and Analysis effort is evaluated by the individual AQLs listed below:

3.3.1.1 Accuracy (2%). The contractor shall provide all products and services required in WBS 4.0 with a 95% or higher accuracy rate (content, grammar, style, etc.). To earn 80 percent of the fee, the Contractor shall provide all products and services with a 90% or higher accuracy rate. Where the Contractor is unable to meet a 90% or higher accuracy rate within any 6-month evaluation period, the contractor shall receive 0 percent fee.

Accuracy Rate	% of available fee
> 95%	100%
90 – 94%	80%
< 90%	0%

3.3.1.2 <u>Timeliness (3%)</u>. The contractor shall meet all required product and service deadlines (as mutually agreed to by the COTR/designee and the Contractor) to earn 100% of the fee available for this element. To earn 75 percent of the fee, the Contractor shall not exceed 5 instances of late deliverables. When the number of late deliverables exceeds 5 instances, the contractor shall receive 0 percent fee.

Number of Late Deliverables	% of available fee
0	100%
1-5	75%
> 5	0%

3.3.1.3 <u>Currency/Availability (3%).</u> The contractor shall ensure that all products, services, and results of research and analysis activities are current (latest available updates or releases) and readily available at all times to earn 100% of the fee for this element. To earn 75 percent of the fee, the Contractor shall not have more than 2 instances where these products, services and research and analysis results are not available and/or current within any 6-month evaluation period. When the contractor exceeds 2 instances, the contractor shall receive 0 percent fee.

Number of instances late/unavailable % of available fee	
0 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	100%
1-2	75%
> 2	0%

3.3.2 Communication Strategy Planning and Message Management Measures (12%) WBS 5.0 describes contractor activities required to integrate all communication strategy planning and message management functions for the strategic communications program. Functional tasks include communication goals and strategy efforts, plans, key messaging, and channel relationship development. The efficiency of the Contractor's Communication Strategy Planning and Message Management effort is evaluated by the individual AQLs listed below:

3.3.2.1 Accuracy (2%). The contractor shall provide all products and services required in WBS 5.0 with a 95% or better error free rate (content, grammar, style, etc.). To earn 80 percent of the fee, the Contractor shall provide all products and services with a 90% or better error free rate. Where the Contractor is unable to meet a 90% error free rate within any 6-month evaluation period, the contractor shall receive 0 percent fee.

Accuracy Rate	% of available fee
> 95%	100%
90 – 94%	80%
< 90%	0%

3.3.2.2 <u>Timeliness (2%).</u> The contractor shall meet all WBS 5.0 required product and service deadlines (as established by the COTR or designee) as established at issuance of task) to earn 100% of the fee available for this element. To earn 75 percent of the fee, the Contractor shall not exceed 5 instances of late deliverables. When the number of late deliverables exceeds 5 instances, the contractor shall receive 0 percent fee.

Number of Late Deliverables	% of available fee
0	100%
1-5	75%
> 5	0%

3.3.2.3 <u>Currency/Availability (2%)</u>. The contractor shall ensure that all products, services, and results of research and analysis activities are current (shall include latest available updates or releases) and readily available at all times to earn 100% of the fee for this element. To earn 75 percent of the fee, the Contractor shall not have more than 2 instances where these products, services and research and analysis results are not available and/or current within any 6-month evaluation period. When the contractor exceeds 2 instances, the contractor shall receive 0 percent fee.

Number of instances late/unavailable		
	0 -	100%
	1 - 2	75%
	> 2	0%

3.3.2.4 Consistency (3%). The contractor shall ensure that all communication strategies, plans, and messages are consistent with Agency direction and MSFC strategies, goals, and objectives 100% of the time to earn 100% of the fee available for this element. To earn 50 percent of the fee, the Contractor shall not exceed 1 instance where developed products are not consistent with Agency and/or Center strategies, goals, or objectives. If the number of instances exceeds one, the contractor shall receive 0 percent fee.

Numt	er of Inconsistent Products	% of available fee
	0	100%
	1	50%
	>1	0%

3.3.2.5 Integrated/Informed Products (3%). The contractor shall ensure that all communication strategies, plans, and messages are developed and updated based on the latest available strategic research and analysis results at all times to earn 100% of the fee available for this element. To earn 50 percent of the fee, the Contractor shall not have more than 1 instance where these communication strategies, plans, and messages are not developed and updated based on current strategic research and analysis results. If the number of instances exceeds one within any 6-month evaluation period, the contractor shall receive 0 percent fee.

Number of instances products not integrated/informed	% of available fee
0	100%
1	50%
>1	0%

3.3.3 Communication Service and Product Delivery Measures (15%) WBS 6.0 describes contractor activities required to identify and create communication products and services to support OSAC, organizational objectives, and communication goals. This element provides vehicles and venues for effective communications with all MSFC stakeholders. Functional tasks include Center collateral development, executive and employee communications, public inquiry responses, media products, web content management, technical documents and products, exhibits, and events management. The efficiency of the Contractor's Service and Product Delivery effort is evaluated by the individual AQLs listed below:

3.3.3.1 Accuracy (3%). The contractor shall provide all products and services required in WBS 6.0 with a 95% or better error free rate (content, grammar, style, etc.). To earn 80 percent of the fee, the Contractor shall provide all products and services with a 90% or better error free rate. Where the Contractor is unable to meet a 90% error free rate within any 6-month evaluation period, the contractor shall receive 0 percent fee.

Accuracy Rate % of available fee	
> 95%	100%
90 – 94%	80%
< 90%	0%

3.3.3.2 <u>Timeliness (3%)</u>. The contractor shall meet all WBS 6.0 required product and service deadlines (as established by the COTR or designee) to earn 100% of the fee available for this element. To earn 75 percent of the fee, the Contractor shall not exceed 10 instances of late deliverables. When the number of late deliverables exceeds 10 instances, the contractor shall receive 0 percent fee.

Number of Late Deliverables % of available fee		
#### ·	0	100%
	1-10	75%
11.5	> 10	0%

3.3.3.3 <u>Currency/Availability (2.5%).</u> The contractor shall ensure that all communication products and services are current (shall included latest available updates or releases) and readily available at all times to earn 100% of the fee for this element. To earn 75 percent of the fee, the Contractor shall not have more than 3 instances where these products and services are not available and/or current within any 6-month evaluation period. When the contractor exceeds 3 instances, the contractor shall receive 0 percent fee.

Number of instances late/unavailable	% of available fee
0	100%
1-3	75%
> 3	0%

3.3.3.4 Consistency (2.5%). The contractor shall ensure that all communication products and services are consistent with Agency direction and MSFC strategies, goals, and objectives at all times to earn 100% of the fee available for this element. To earn 50 percent of the fee, the Contractor shall not exceed 1 instance where developed products and services are not consistent with Agency and/or Center strategies, goals, or objectives. If the number of instances exceeds one, the contractor shall receive 0 percent fee.

Number of Inconsistent Products	% of available fee
0	100%
1	50%
>1	0%

3.3.3.5 Integrated/Informed Products (2%). The contractor shall ensure that all communication products and services are developed and updated based on current strategic research and analysis results and Government approved strategies, plans, and messages at all times to earn 100% of the fee available for this element. To earn 50 percent of the fee, the Contractor shall not have more than 1 instance where these communication products and services are not developed and updated based on current strategic research and analysis results and Government approved strategies, plans, and messages. If the number of instances exceeds one within any 6-month evaluation period, the contractor shall receive 0 percent fee.

Number of instances products not integrated/informed	% of available fee
0	100%
1	50%
>1	0%

3.3.3.6 <u>Logistics Support (2%)</u>. The contractor shall ensure that all logistical requirements and customer needs are met to earn 100% of the fee available for this element. To earn 90 percent of the fee, the Contractor shall not have more than 5 instances where these logistical requirements and customer needs are not met. If the contractor incurs between 6 and 10 instances where these requirements are not met, fee percentage will be 50 percent. If the number of instances exceeds 10 within any 6-month evaluation period, the contractor shall receive 0 percent fee.

Number of requirements not met	% of available fee
0	100%
1 - 5	90%
6 - 10	50%
> 10	0%

### 4.0 IDIQ Fee (WBS 7.0)

IDIQ task orders will be required for special studies and assignments not being performed in the mission portion of the contract. These IDIQ task orders will require Subject Matter Expert support – interim and long term, for the OSAC PWS functional areas of Strategic Research and Analysis (4.0); Communication Strategy, Planning, and Message Management (5.0); and Communication Product and Service Development and Delivery (6.0).

As effort is added to the contract under the IDIQ process, the contactor's performance will be evaluated in accordance with Sections 3.3.1 through 3.3.3 utilizing the assigned weights to determine percent of fee earned.

### 5.0 Audit Reporting Integrity

If random audits by the COTR or appointed designee(s) detect self-surveillance reporting errors during any six month evaluation period, the Contractor's total performance incentive fee for that period will be reduced as shown below. This deduction does not apply to reporting errors that have no effect on the incentive fee.

Number of self-surveillance report errors	% of performance fee available
0	100%
1-2	98%
3-4	95%
5-6	90%
>6	85%

### NNM07AA70C ATTACHMENT J-3 (CONTINUED) OSAC MONITOR SURVEY

# **OSAC Monitor Survey**

Monitor Name

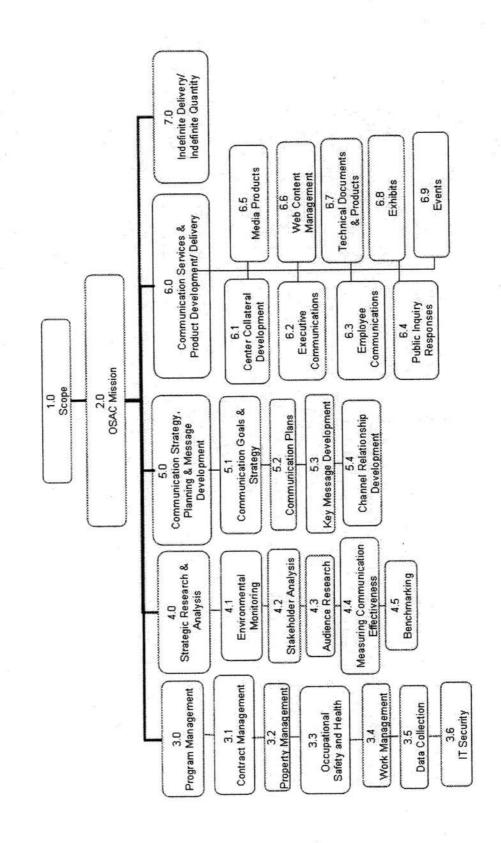
Date

Functional Area					
Performance Area	Poor	Fair	Good	Very Good	Excellent
1. Competence and availability of contractor personnel.					
2. Responsiveness (unique requests, special assignments, change management, emergencies, etc.).					
<ol> <li>Quality of deliverables (appropriateness, completeness, on message, comprehensive, integrated, etc).</li> </ol>					
4. Collaboration, integration and proactive communication among team, OSAC, other contractors, and with customers.			er di		
5. Recognition of, and improvement in, critical problem areas.					
		To be c	To be completed by COTR	COTR	
Ratings:					
Poor = Numerous performance issues noted					
Fair = Generally average performance but several performance issues (three or more)					
Good = Average performance level from a competent contractor with few issues noted					
Very Good = Performance is generally above average with only minor issues					
Excellent = Performance is consistently of high quality with only negligible issues					

[END OF ATTACHMENT J-3]

J-3-11

# ATTACHMENT J-4 WORK BREAKDOWN STRUCTURE (WBS)



[END OF ATTACHMENT J-4]

### **ATTACHMENT J-5**

### SCHEDULE OF FULLY BURDENED NOT-TO-EXCEED IDIQ LABOR RATES FOR THE PRIME CONTRACTOR – PWS 7.0

(b)(4)

[END OF ATTACHMENT J-5]

### **ATTACHMENT J-6**

### PERSONAL IDENTITY VERIFICATION PROCEDURES

<u>PIV Card Issuance Procedures</u> (in accordance with FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel, and Clause G.8, Personal Identity Verification of Contractor Personnel):

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

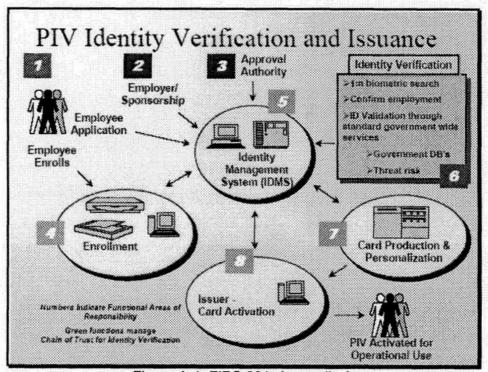


Figure A-1, FIPS 201, Appendix A

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

### Step 1:

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

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

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

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

### Step 2

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

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

### Step 3:

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

### Step 4

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will ensure a National Crime Information Center (NCIC) with an Interstate Identification Index check is/has been performed. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

<sup>&</sup>lt;sup>1</sup> A non-PIV government identification badge, including the NASA Photo Identification Badge, <u>MAY NOT BE USED</u> for the original issuance of a PIV vetted credential

### Step 5

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

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

### Step 6:

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

### Step 7:

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

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

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

### ATTACHMENT J-6 (CONTINUED)

### ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

- 1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
- Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
- 3. Upon return of the completed NAC, the process will continue from Step 5.

[END OF ATTACHMENT J-6]

### ATTACHMENT J-7

### INSTALLATION-PROVIDED PROPERTY AND SERVICES

The Government will provide the use of the following property and services to all on-site personnel under this contract as necessary. The Government will not supply cell phones, pagers and/or personal data assistant devices for Contractor use. These items include the following:

- Approximately 50 computer workstations (one seat license per person under MSFC's Outsourcing Desktop Initiative for NASA (ODIN) contract and accountable to the ODIN contract) and associated maintenance (general and specialized)
- (2) Printers, plotters, and scanners
- (3) Application software
- (4) Specialized Commercial-Off-The-Shelf (COTS) software as required to meet specific MSFC program/project objectives
- (5) Document Reproduction Equipment and Reproduction Services
- (6) Adequate work space and appropriate office furniture including technical work rooms, conference rooms, and storage areas
- (7) Custodial and maintenance services
- (8) A government vehicle (at MSFC) as needed for local travel
- (9) Taxi service
- (10) Telecommunication devices: The Government anticipates no specific requirement for telecommunications devices (e.g., cellular phones, pagers, and personal data assistants) beyond that of managerial / administrative functions for normal business operations, and will not provide such devices. However, in the event telecommunications devices are required to access NASA information technology (IT) systems or services (e.g., e:mail), those devices shall be provided by the Government after obtaining Contracting Officer and COTR approval).

(11) The following property will be made available to the contractor as Installation – Accountable property for use by the contractor in the performance of contract requirements. The contractor assumes user responsibilities as outlined in Clause G.5, Installation-Accountable Government Property.

Description	Building	Location
EXPERIMENT, ATMOSPHERIC EMISSION	7214	Warehouse
MODEL, HUBBLE SPACE TELESCOPE 1:25 SCALE	Louisiana Tech/The Idea Place	Ruston, LA.
MODEL, SHUTTLE-C, FULL STACK SCALE 1:15	Cape Coalwood	Welch, W.V.
REPRODUCER LASER DISK	7214	Warehouse
REPRODUCER LASER DISK	7214	Warehouse
CONTROL MOMENT GYRO (NO. 2)	USSRC	USSRC
TRUCK, LIFT, FORK	7214	Warehouse
LATHE SPINNING MACHINE	4631	4631
MODEL HEAVY LIFT LAUNCH VEHICLE	4631	107Upstairs
EXHIBIT, SOLAR PHYSICS	7214	Warehouse
DISPLAY UNIT (FLAT SCREEN MONITOR)	4631	107A
DISPLAY UNIT (FLAT SCREEN MONITOR)	4631	107A
EXHIBIT LUNAR MODULE 1:3	7214	Warehouse
MODEL ASTRO 1 1:20	4631	107Upstairs
MODEL ASTRO 1 1:20	4200	121 Heritage Gallery
MODEL AEROASSIST FLIGHT EXPERI	4631	107Upstairs
MODEL 1/5 SCALE TELESCOPE	USSRC	Main Floor USSRC
MODEL AEROASSIST 1:20 SCALE	4631	107Upstairs
MODEL CRRES	4631	107Upstairs
MODEL HUBBLE SPACE TELESCOPE 1:15	Huntsville International Airport	Airport
CAMERA-S052 FILM 35MM	4466	Publication Warehouse

Description	Building	Location
CAMERA-S052 FILM 35MM	4466	Publication Warehouse
CAMERA-S052 FILM 35MM	4466	Publication Warehouse
MAGAZINE ASSY S054	4466	Publication Warehouse
MAGAZINE ASSY S054	4466	Publication Warehouse
MAGAZINE FILM S082A	4466	Publication Warehouse
MAGAZINE FILM S082A	4466	Publication Warehouse
MAGAZINE FILM S082A	4466	Publication Warehouse
MAGAZINE FILM S082A	4466	Publication Warehouse
MAGAZINE FILM S082A	4466	Publication Warehouse
MAGAZINE FILM S082A	4466	Publication Warehouse
MAGAZINE FILM S082A	4466	Publication Warehouse
MAGAZINE FILM S082A	4466	Publication Warehouse
MAGAZINE FILM S082B	4466	Publication Warehouse
MAGAZINE FILM S082B	4466	Publication Warehouse
MAGAZINE FILM S082A	4466	Publication Warehouse
SPACELAB MISSION I MOCKUP FULL SCALE	Cradle of Aviation	Garden City, New York
APOLLO-SOYUZ TEST PROJ. 1:20	Cernan Earth and Space Center/Triton College	River College, IL.
MODEL LUNAR ROVER VEHICLE 1:5	4631	107Upstairs
MODEL HUBBLE SPACE TELESCOPE 1:20	Herman-Oberth Raumfahrt Museum	Feucht, Germany
MODEL, SHUTTLE 1:100	Boston Museum of Science	Boston, MA.
PILOT/SEAT/COMMANDER	7214	Warehouse
PILOT/SEAT/COMMANDER	7214	Warehouse
NEUTRAL BUOYANCY TRAINER FSS	7214	Warehouse

Description	Building	Location
MODEL HUBBLE SPACE TELESCOPE 1:10	4200	121 Heritage Gallery
MODEL MAIN ENGINE SPACE 1:10 SCALE	4200	121 Heritage Gallery
ENGINE LATHE	4631	107
MILLING MACHINE	4631	107
ENGINE LATHE	4631	107
NEUTRAL BUOYANCY MMU	7214	Warehouse
ELECTROPHRESIS UNIT	4631	107A
ELECTROPHRESIS UNIT	4631	107A
MODEL SPACE SHUTTLE 1:100 W/LP	7214	Warehouse
MODEL SATURN IB 1/10 SCALE	7214	Warehouse
MODEL SKYLAB 1:20	Buffalo Museum of Science	Buffalo, N.Y.
MODEL SATURN 1 BLOCK 11 1-20	7214	Warehouse
EXHIBIT LUNAR MODULE 1/3 SCALE	7214	Warehouse
MODEL NEUTRAL BUOYANCY	7214	Warehouse
MAGAZINE FILM	Cradle of Aviation	Garden City, New York
RECORDER IMPACT	USSRC	USSRC
EXHIBIT SKYLAB	Weatherbee Planetarium	Albany Ga
STUDENT PROJECT	The state of the s	Albany, Ga.
EXHIBIT SATURN-I BOOSTER SECTI	Kalamazoo Aviation History Museum	Portage, MI
DOGGTEN GEOTI	Kalamazoo Aviation	. orago, ira
MODEL SKYLAB 1:20	History Museum	Portage, MI
	Kansas Cosmosphere	
MODEL SKYLAB 1:20	& Space Center	Hutchinson, KS
	Weatherbee	
MODEL VAB 1:96	Planetarium	Albany, Ga.
EXHIBIT APOLLO LUNAR		
MODULE 1:3	USSRC	USSRC
EXHIBIT APOLLO COM MODULE 1:3	7214	Warehouse
EXHIBIT LUNAR MODULE 1/3 SCALE	Cradle of Aviation	Garden City, New York
EXHIBIT APOLLO COM MODULE 1:3	Bigelow Aerospace	North Las Vegas, NV.

Description	Building	Location
MODEL SATURN IB 1/10 SCALE	7214	Warehouse
MODEL SATURN V 1/20 SCALE	7214	Warehouse
EXHIBIT SKYLAB STUDENT PROJECT	Weatherbee Planetarium	Albany, Ga.
EXHIBIT SKYLAB STUDENT PROJECT	Weatherbee Planetarium	Albany, Ga.
EXHIBIT SKYLAB STUDENT PROJECT	Weatherbee Planetarium	Albany, Ga.
MODEL SATURN IB 1/20 SCALE	ETF/ERC AT USSRC	ETF/ERC AT USSRC
EXHIBIT TRIAD	South Florida Science Museum	West Palm Beach, FL.
NEUTRAL BUOYANCY SIMULATOR	USSRC	MAIN FLOOR USSRC
MODEL, SKYLAB 1:20 SCALE	South Florida Science Museum	West Palm Beach, FL.
EXHIBIT SPACE SHUTTLE 1:100	Weatherbee Planetarium	Albany, Ga.
EXHIBIT SHUTTLE -SRB- ROLLOUT	Weatherbee Planetarium	Albany, Ga.
EXHIBIT SKYLAB	Weatherbee Planetarium	Albany, Ga.
EXHIBIT APOLLO CAPSULE 1/2 SCA	Clarksville/Montgomery County Museum	Clarksville, TN.
MODEL MERCURY CAPSULE 1/3 SCALE	Huntsville International Airport	Airport
LUNAR ROVER SCALE 1:5	USSRC	MAIN FLOOR USSRC
MILLING MACHINE	4631	107
MILLING MACHINE	4631	107
MAGAZINE FILM	Cradle of Aviation  Cradle of Aviation	Garden City, New York Garden City, New York
MAGAZINE FILM MAGAZINE FILM	Cradle of Aviation	Garden City, New York
MAGAZINE FILM	Cradle of Aviation	Garden City, New York
MAGAZINE FILM	Cradle of Aviation	Garden City, New York
MAGAZINE FILM	Cradle of Aviation	Garden City, New York
MODEL, MSL-2	7214	Warehouse

Description	Building	Location
FLAT PLANEL MONITOR	4200	101
MVI-HELMET	4631	107Upstairs
TRAILER, MOBILE SHUTTLE	4471	OUTSIDE
TRAILER, VAN 2040 TRAILER	4471	OUTSIDE
GENERATOR, ENGINE ACCESSORY	4483	OUTSIDE
MISSILE REDSTONE DISPLAY	4665	HRTS
STRUCTURE, RACK HANDLING, DOUBLE	USSRC	7241 USSRC Warehouse
RECORDER- REPRODUCER, VIDEO	4619	122
RECORDER- REPRODUCER, VIDEO	4631	107Upstairs
MODEL, MOBILE SHUTTLE	4471	Outside
MODEL SATURN I BLOCK II 1/10 S	Kalamazoo Aviation History Museum	Portage, MI
STRUCTURE, RACK HANDLING, SINGLE	7241	USSRC Warehouse
STRUCTURE, RACK HANDLING, SINGLE	7241	USSRC Warehouse
STRUCTURE, RACK HANDLING, DOUBLE	7241	USSRC Warehouse
MPESS	7241	USSRC Warehouse
LUNAR ROVER VEHICLE	USSRC	USSRC Warehouse
EXHIBIT, APOLLO COMMAND MOD	National Technology Transfer Center	Wheeling, WV
COMPUTER, MICRO	4631	107Upstairs
RECORDER- REPRODUCER, SOUND	4631	107Upstairs
RECEIVING SET, TELEVISION	7214	Warehouse
CONTROLLER, DISPLAY BOARD	7214	Warehouse
COMPUTER, MICRO	7214	Warehouse
COMPUTER, MICRO	7214	Warehouse
CAMERA-RECORDING, VIDEO	4471	191B
MODEL EARTH-SPHERE 7-1/2 FT	7214	Warehouse
MODEL LUNAR ROVING VEHICLE	4200	Heritage Gallery

Description	Building	Location
LETTER CUTTING MACHINE	4631	107
GAS (MGAS) ANALYZER	4631	107Upstairs
RECEIVER WIRELESS	4631	107Upstairs
RECEIVER WIRELESS	4631	107Upstairs
MILLING MACHINE ROUTER	4631	107
MONITOR, TELEVISION	4200	115
SPACE SHUTTLE	4200	LOBBY
MODEL, HEAVY LAUNCH VEHICLE	4631	107Upstairs
MODEL, WRIGHT FLYER	7214	Warehouse
MODEL, SPACE STATION SCALE 1:100	4200	121 Heritage Gallery
MODEL, SPACE STATION SCALE 1:100	USSRC	MAIN FLOOR USSRC
MODEL, SPACE SHUTTLE SCALE 1:15	7214	Warehouse
MICRO COMUPTER USED TO RUN ENGRAVER	4631	107
DISPLAY UNIT	4471	191B
MODEL, MSL2	4471	181
COMPUTER, MICRO, LAPTOP	4200	107
EXHIBIT, ROBOT	4610	1000
MODEL, X34	4631	107Upstairs
GENERATOR, DIESEL	4319	YARD
GENERATOR, DIESEL	4319	YARD
TRAILER, EXHIBIT	USSRC	OUTSIDE
TRAILER, EXHIBIT	USSRC	OUTSIDE
COMPUTER, MICRO LOCATED INSIDE TRAILER	USSRC	OUTSIDE
PLOTTER PRINTER	4631	107
DISPLAY UNIT	4631	107
SKIRT ASSY ENGINE	4624	WAREHOUSE
TRANSPORTER ROCKET ENGINE	4694	OUTSIDE
ENGINE ROCKET	4200	OUTSIDE
MODULE HABITABILITY SPACE STATION EUROPEAN COLUMBUS MODULE	USSRC	USSRC

Description	Building	Location
MODEL, RESOURCE NODE #2 COMMON JAPANESE EXPERIMENT MODULE	USSRC	USSRC
MODEL, RESOURCE NODE #1	USSRC	USSRC
MODULE HABITATION US UNITY NODE	USSRC	USSRC
MODEL, RESOURCE NODE #2	USSRC	USSRC
RECEIVING, SET, TELEVISION	7214	WAREHOUSE
SPACE VEHICLE APOLLO- SATURN 1B	I65 ARDMORE VISITOR CENTER	I65 ARDMORE VISITOR CENTER
ADP PRINTER	4631	4631
MODEL, X43C	Bigelow Aerospace	North Las Vegas, NV.
MONITOR, PLASMA VISION EXHIBIT	4631	107Upstairs
MONITOR, PLASMA VISION EXHIBIT	4631	107Upstairs
MONITOR, PLASMA VISION EXHIBIT	4631	107Upstairs
CULTURE ASSEMBLY	7214	Warehouse
CULTURE ASSEMBLY	7214	Warehouse Warehouse
CULTURE ASSEMBLY MODEL, SPACE STATION	7214 7214	Warehouse
MOCKUP, MSG STATION	NOC	CNI
MONITOR, PLASMA VISION EXHIBIT	4631	107Upstairs
MONITOR, PLASMA VISION EXHIBIT	4631	107Upstairs
COMPUTER, MICRO, LAPTOP	4631	196
COMPUTER, ADP KIOSKS	4631	191B
COMPUTER, ADP KIOSKS	4631	191B
COMPUTER, ADP KIOSKS	4631	191B
PLAYER DIGITAL VIDEO	4200	121
PLAYER DIGITAL VIDEO	4200	121

Description	Building	Location
MODEL, SPACELAB TUNNEL	USSRC	Floor of USSRC
MODEL, SPACE LAB PALLET	USSRC	USSRC
MODEL, SPACE LAB PALLET	USSRC	USSRC
SPACE STATION NODE	7214	Warehouse
DISPLAY BOARD, MESSAGE	7214	Warehouse
MODEL, SPACE STATION	7214	Warehouse
EXHIBIT APOLLO COMM MODULE 1:3	USSRC	Warehouse
SPACE STATION LABORATORY MODULE	USSRC	USSRC
MOCKUP SATURN I BLOCK I BOOSTER	4572	Outside
MODEL SATURN V 1/10 SCALE	7214	Warehouse
MOCKUP MODULE LABORATORY SPACE	USSRC	OUTSIDE
LAPTOP COMUPTER	USSRC	USSRC
PROJECTOR LCD	USSRC	USSRC
PROJECTOR LCD	USSRC	USSRC
MODEL, SPACE STATION	Huntsville International Airport	Airport
VACUUM PROBE CRYOGENIC (GRAVITY PROBE-B	Stanford University	Stanford University
CORETRMP RECORDER	4631	107A
CEV-MOCKUP	4631	107A
ARES I MOBILE TRAILER	4631	107A
DISPLAY UNIT (FLAT SCREEN MONITOR)	4631	107A
ADP PRINTER	4631	4631
FRUCK, TRACTOR, FRAILER	4483	V1235
FORK LIFT TRUCK	4711	V2363
MODEL, ISS, HIGH FIDELITY SCALE 1;23	National Space and Air Museum	Washington, DC
ADP PRINTER	4631	4631
COMPUTER, MICRO, LAPTOP	USSRC	USSRC
COMPUTER, MICRO, LAPTOP	USSRC	GTL

Description	Building	Location
PROJECTOR, VIDEO	USSRC	GTL
PROJECTOR, VIDEO	USSRC	GTL
MONITOR, VIDEO IN DOME EXHIBIT	4631	107Upstairs
MICRO LAPTOP COMPUTER GOES WITH PHOTOBOOTH	4466	4466
MULTIMEDIA LCD PROJECTOR	4631	107Upstairs
PROJECTOR, MULTIMEDIA LCD	4631	107Upstairs
MONITOR, TELEVISION, PLASMA	ASRC	USSRC
MONITOR, TELEVISION, PLASMA LOCATED INSIDE THE NASA BOOM BOX	4631	107Upstairs
PROJECTOR, DIGITAL LOCATED INSIDE DOME EXHIBIT	4631	107Upstairs
PROJECTOR, DIGITAL LOCATED INSIDE DOME EXHIBIT	4631	107Upstairs
PROJECTOR, DIGITAL LOCATED INSIDE DOME EXHIBIT	4631	107Upstairs
PROJECTOR, DIGITAL LOCATED INSIDE DOME EXHIBIT	4631	107Upstairs
PROJECTOR, DIGITAL LOCATED INSIDE DOME EXHIBIT	4631	107Upstairs
LIGHT UNIT, PORTABLE LOCATED INSIDE DOME EXHIBIT	4631	107Upstairs
LIGHT UNIT, PORTABLE LOCATED INSIDE DOME EXHIBIT	4631	107Upstairs
DISPLAY UNIT APPLE COMPUTER	4466	4466
DISPLAY UNIT APPLE COMPUTER	4466	4466
DISPLAY UNIT APPLE COMPUTER	4466	4466
DISPLAY UNIT APPLE COMPUTER	4466	4466

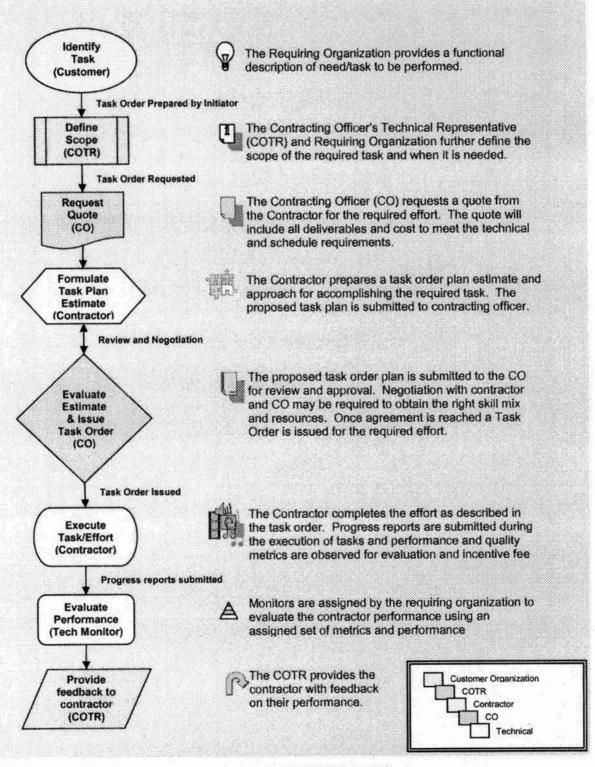
Description	Building	Location
DISPLAY UNIT APPLE COMPUTER	4466	4466
INFRARED TELESCOPE	USSRC	USSRC
ELECTRONIC UNIT GFFC	Cradle of Aviation	Garden City, New York
MODEL, HUBBLE SPACE TELESCOPE SCALE 1:25	Adler Planetarium & Astronomy Museum	Chicago, IL.
MODEL SATURN V 1-10 SCALE	7214	Warehouse
MODEL, ASTRO/BBXRT 1:15 SCALE	4631	107Upstairs
MODEL, ASTRO/BBXRT 1:15 SCALE	4631	107Upstairs
COMPUTER, MICRO	4631	107Upstairs
JUPITER-C, ROCKET	4471	Outside
REDSTONE ROCKET	4471	Outside
JUPITER ROCKET	4471	Outside
V-2 ROCKET	4471	Outside
HERMES ROCKET	4471	Outside
SATURN I ROCKET	4471	Outside
APOLLO COMMAND MODULE	USSRC	Outside

[END OF ATTACHMENT J-7]

### **ATTACHMENT J-8**

### IDIQ TASK ORDER PROCESS FLOW CHART

### **IDIQ Task Order Process**



[END OF ATTACHMENT J-8]

## NNM07AA70C ATTACHMENT J-9 SAFETY AND HEALTH PLAN

TO BE COMPLETED BY THE CONTRACTOR

[END OF ATTACHMENT J-9]

## **ATTACHMENT J-10**

# Safety Health (S) Management Implementation Guide and Assessment Matrix

	Commitment and Invo		Worksite System and	Hazard Prevention	Safety and Health	
Score	A. Management	B. Employee	Analysis (Element 2)	and Control (Element 3)	Training (Element 4)	
10	Benchmarking indicates "best in Class." In areas of visible management leadership, responsibility/accountability, meaningful metrics, and incentive/recognition systems.	Employees fully involved, safety committees functioning well, is a complete behavior process functioning at least one year, employees involved in process planning and risk assessment.	All sub-elements fully in place and functioning well for at least one year.	All programs and sub- elements fully functioning for one year, strong professional support.	All training processes functioning, all levels of personnel trained to identified needs, management training ongoing.	
9	All sub-elements are in place and functioning well, but have as yet to reach full maturity.	All processes functioning but for limited time, employees involved to great extent.	All sub-elements in place, employees actively participating.	All programs and sub- elements in place and functioning.	All training processes established, management initial training complete.	
8	One sub-element not fully in place but all are being employee involvement implemented.  Most processes in place, employee involvement growing.		All sub-elements functioning, employee participation growing.	At least five sub-elements functioning and one in final stage of implementation.	Most personnel trained to identified needs, training recordkeeping and recall system functioning.	
7	Two sub-elements not fully implemented. Implementation in process on all elements. Employee participation and commitment widespread.  Process activities expanding through organization. Committees and teams functioning.		At least five sub- elements functioning and remainder established.	At least four sub-elements functioning, remaining two developing.	Management and supervisor training in process specialized training in process.	
6	All sub-elements in process or in place. Strong management leadership and commitment begun, metric systems in place, resourcing appropriate.  Employee representatives functioning, joint committees functioning, participating in risk assessment and accident investigation.		At least four sub- elements functioning and remaining three in process, employee participation beginning to spread through organization.	Medical and safety programs strengthening, emergency preparedness program established and exercised.	Management training in process developed supervisor training developed, training recordkeeping and recall system developed.	
5	Management commitment and leadership accepted by workers, worker participation and commitment begun, metric system.  Employee representatives appointed/elected, committees beginning to perform functions (investigation, analysis, process improvement).		All sub-elements established, employees beginning to participate.	Rules written, medical and safety programs developing Personal Protective Equipment adequate.	Training template completed for all personnel, training needs identified, process development begun, recordkeeping and recall system being developed.	
4	Management commitment and leadership flowing down to workers, metric systems being developed, incentive/recognition system in process.  All processes being established, involvement and awareness enhancement growing.		At least five sub- elements initiated including self- assessment, hazard reporting, and mishap close call investigations.	Rules in process, emergency preparedness program being developed.	Training development in process, specialized training established, mandatory training in process	
3	Generally good management commitment and leadership, implementation plans approved for all elements.  All process needs identified, awareness and involvement enhancement activities begun.		Job Hazard analysis established, investigations strengthened and include employees.	Medical program initiated safety and health program initiated.	Training needs evaluation complete, training templates in process, recordkeeping and recall system needs to be established	
2	Management exhibits some aspects of leadership, accountability systems not well defined, employee participation framework defined, limited metrics.  Committees established, little activity, employee involvement beginning, awareness of process started.		Plans established to implement all sub-elements, at least two sub-elements beginning to function.	Personal protective equipment requirements established and being enforced, plans developed for other elements.	Training needs evaluation begun, training template forms developed.	
1	Sub-elements have not been established to any significant extent, management leadership is lacking, little or no employee participation.  No committees, little or no employee involvement, no process, little process planning.		Two or fewer sub- elements established, no self-inspection, shallow accident investigation process.	Few or no programs or sub-elements established, few written rules, limited enforcement.	Training needs not established, no management training limited or no supervisor training.	

## ATTACHMENT J-10 - (CONTINUED)

The MSFC Environmental Engineering and Occupational Health Office performs periodic environmental compliance inspections to assess contractor performance relative to the provisions of DRD 1140SA-001. These findings are provided to MSFC senior management. In incidences of non-compliance, the contractor is liable for all clean-up expenses and all applicable fines.

#### ATTACHMENT J-10 - (CONTINUED)

# SAFETY PERFORMANCE EVALUATION SUMMARY EVALUATION CRITERIA AND PERFORMANCE RECOGNITION

### **Evaluation Criteria**

- Management Commitment and Employee Involvement
- System and Worksite Hazard Analysis
- Hazard Prevention and Control
- Safety and Health Training

Score	≥ 36 points (Annual Score)	≥ 28 points (Annual Score)	≤ 16 points (Quarterly Score)  or  more than the applicable SIC rate	
LTC (Lost Time Case Report)	and ≤ 50% of the LTC Rate for the applicable SIC rate	and less than the applicable SIC rate		
	Exception: Contractors with less than 100 employees located onsite MSFC shall have no lost time injuries during the past year	Exception: Contractors with less than 100 employees located onsite MSFC shall have no more than one lost time injury during the past year.	Exception: Contractors with less than 100 employees located onsite MSFC. A Level III rating will be given when greater than two lost time injuries are reported during the past year.	
Grade Levels	- I	- 11	ll ll	
Recognition	Formal award publicly recognized. Appropriate Past Performance referrals provided.	Formal letter of commendation – will impact contract evaluation and past performance. (Score must either be the same score or higher from the last evaluation.)	Formal letter expressing concern. Corrective Action Plan requested. Data placed in Past Performance Database. Failure to improve could result in Contract Options not being exercised.	

NOTE: If the contractor's safety performance evaluation does not fall within one of the above categories, no recognition will be provided.

#### **DEDUCTIONS**

Failure to report information on all personnel and property mishaps that meet the criteria of NASA NPR 8621.1B, on a monthly basis will result in a deduction of \$1,000 for each occurrence of failure to report. Information to be reported includes items listed in paragraph 6 of the clause.

[END OF ATTACHMENT J-10]

### **ATTACHMENT J-11**

### STRATEGIC COMMUNICATION PROCESS

and effective stakeholder religions and effective stakeholder religions

Measure Effectiveness and Adjust Processes

COMMUNICATION SERVICES: PRODUCT DEVELOPMENT & DELIVERY

Develops well planned and executed communication products that support Center strategies and plans

PROVIDE OVERARCHING STRATEGIES, PLANS, AND MESSAGES

COMMUNICATION STRATEGY
PLANNING AND MESSAGE
DEVELOPMENT

Builds on strategic research and analysis provided to drive development of effective and focused strategies and plans

PROVIDE INFORMATION AND ANALYSIS

STRATEGIC RESEARCH AND ANALYSIS

GATHER INTERNAL AND EXTERNAL INPUTS

Identify Communication Need

Serves as the foundation for effective communications by ensuring that accurate, timely, and pertinent information is available to serve as the basis for decision making

[END OF ATTACHMENT J-11]

# NNM07AA70C ATTACHMENT J-12

(RESERVED)

# ATTACHMENT J-13 DATA PROCUREMENT DOCUMENT (DPD)

DATA PROCUREMENT DOC.
NO. ISSUE
1140 RFP

# NNM06169943R

CONTRACT/RFP

EXHIBIT NUMBER

J-13

ATTACHMENT NUMBER

Office of Strategic Analysis and Communication (OSAC) Support Services

PROJECT/SYSTEM

# DATA PROCUREMENT DOCUMENT

Contractor

CONTRACTOR

October 10, 2006

DATE

National Aeronautics and Space Administration

MSFC - Form 3461 (Rev September 1989)

## NNM07AA70C ATTACHMENT J-13 DATA PROCUREMENT DOCUMENT (DPD) (CONTINUED)

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MSFC - Form 3461-1 (Rev August 1970)

## NNM07AA70C ATTACHMENT J-13 DATA PROCUREMENT DOCUMENT (DPD) (CONTINUED)

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### ATTACHMENT J-13 DATA PROCUREMENT DOCUMENT (DPD) (CONTINUED)

### 1.0 <u>INTRODUCTION</u>

- 1.1 Scope: Subject to the Rights in Data clause, this Data Procurement Document (DPD) sets forth the data requirements in each Data Requirements Description (DRD) and shall govern that data required by the DPD for the contract. The contractor shall furnish data defined by the DRD's listed on the Data Requirements List (DRL) by category of data, attached hereto, and made a part of this DPD. Such data shall be prepared, maintained, and delivered to NASA in accordance with the requirements set forth within this DPD. In cases where data requirements are covered by a Federal Acquisition Regulation (FAR) or NASA FAR Supplement (NFS) clause, that clause shall take precedence over the DPD, consistent with clause FAR 52.215-8.
- 1.2 <u>DPD Description</u>: This DPD consists of a Document Change Log, a Page Revision Log, an Introduction, a Statement of General Requirements, DPD maintenance procedures, a DRL, and the DRD's.
- 1.2.1 <u>General Requirements</u>: The general requirements, as specified in paragraph 2.0 of this DPD, prescribe those requirements applicable to the preparation, maintenance, and delivery of data that are better defined in aggregate than in the individual DRD's.
- 1.2.2 <u>Data Requirements List (DRL)</u>: Throughout the performance of the contract, the DRL provides a listing by data category of the data requirements of the DPD.
- 1.2.3 Data Requirements Descriptions (DRD's)
- 1.2.3.1 Each data requirement listed on the DRL is given complete definition by a DRD. The DRD prescribes content, format, maintenance instructions, and submittal requirements.
- 1.2.3.2 For the purpose of classification and control, DRD's of this DPD are grouped into the following broad functional data categories:

CATEGORY SYMBOL	<b>DESCRIPTION</b>	
CD	Contractual Data	
LS	Logistics/Support	
MA	Management	
SA	Safety	

- 1.2.3.3 The symbols representing these data categories form part of the prefix of the DRD identification number. The first numerical characters reflect the DPD number.
- 1.2.3.4 To facilitate the usage and maintenance of the DPD, the DRD's have been sectionalized in accordance with the above data categories.
- 1.2.3.5 The DRD's are filed by data category and are in alpha-numeric sequence as listed on the DRL page (or pages) that precedes the DRD's.
- 1.2.4 <u>Document Change Log (DCL) and Page Revision Log (PRL)</u>: The Document Change Log chronologically records all revision actions that pertain to the DPD. The Page Revision Log describes the current revision status of each page of the DPD and thus, at all times, provides its exact configuration.
- 1.2.5 <u>DPD Maintenance Procedures</u>: Maintenance procedures define the detailed methods to be employed in maintaining the DPD. Detailed maintenance procedures are specified in paragraph 3.0 of this DPD.

#### ATTACHMENT J-13 DATA PROCUREMENT DOCUMENT (DPD) (CONTINUED)

1.3 <u>Data Types for Contractual Efforts</u>: The types of data and their contractually applicable requirements for approval and delivery are:

#### **TYPE**

#### DESCRIPTION

- 1\* All issues and interim changes to those issues require written approval from the requiring organization before formal release for use or implementation.
- 2\* NASA reserves a time-limited right to disapprove in writing any issues and interim changes to those issues. The contractor shall submit the required data to NASA for review not less than 45 calendar days\*\* prior to its release for use. The contractor shall clearly identify the release target date in the "submitted for review" transmittal\*\*\*. If the data is unacceptable, NASA will notify the contractor within 45 calendar days\*\* from the date of submission, regardless of the intended release date\*\*\*. The contractor shall resubmit the information for reevaluation if disapproved. The submittal is considered approved if the contractor does not receive disapproval or an extension request from NASA within 45 calendar days\*\*.
- 3 These data shall be delivered by the contractor as required by the contract and do not require NASA approval. However, to be a satisfactory delivery, the data shall satisfy all applicable contractual requirements and be submitted on time.
- 4 These data are produced or used during performance of the contract and are retained by the contractor. They shall be delivered only when NASA requests in writing and shall be delivered in accordance with the instructions in the request. The contractor shall maintain a list of these data and shall furnish copies of the list to NASA when requested to do so.
- These data are incidental to contract performance and are retained by the contractor in those cases where contracting parties have agreed that formal delivery is not required. However, the Contracting Officer or the Contracting Officer's Representative shall have access to and can inspect this data at its location in the contractor's or subcontractor's facilities, or in an electronic database accessible to the Government.
- \* Note: Type 1 and Type 2 data may be placed under NASA configuration management control when designated by NASA. CM control requires the contractor to submit Type 1 and Type 2 data updates through Engineering Change Proposals (ECPs).
- \*\* Note: This time limit may be tailored for individual DPDs to meet the requirements of the procuring activity.
- \*\*\* Note: If the contractor does not identify a release target date or if the intended release date is shorter than 45 calendar days from the date of submission, the 45 calendar days review cycle stands (or the tailored Type 2 time limitation for the specific procurement).

#### 2.0 STATEMENT OF GENERAL REQUIREMENTS

2.1 <u>Applicable/Reference Documents</u>: Documents included as applicable documents in this DPD are the issue specified in the Statement of Work, and form a part of the DPD to the extent specified herein. Applicable documents listed in Item 15.2 of a DRD are applicable only to the preparation of the deliverable documentation described by that DRD.

### ATTACHMENT J-13 DATA PROCUREMENT DOCUMENT (DPD) (CONTINUED)

References to documents other than applicable documents in the data requirements of this DPD may sometimes be utilized, and shall be indicated in 13. Remarks of the DRD. These do not constitute a contractual obligation on the contractor. They are to be used only as a possible example or to provide related information to assist the contractor in developing a response to that particular data requirement.

#### 2.2 Subcontractor Data Requirements

- 2.2.1 The contractor shall specify to subcontractors and vendors, if any, the availability source of all data required for the satisfactory accomplishment of their contracts. The contractor shall validate these requirements for documents when appropriate; where the requirement concerns other contractor data, the contractor shall provide his subcontractor or vendor with the necessary documents. All such requests shall be accomplished under the auspices of the contractor.
- 2.2.2 Reference to subcontractor data in the contractor's responses is permissible, providing the references are adequate and include such identification elements as title, number, revision, etc., and a copy of the referenced data is supplied with the response document at time of delivery to NASA.
- 2.3 <u>Data Distribution, Format, Data Restriction Marking, and Transmittal</u>
- 2.3.1 <u>Distribution</u>: Distribution of required documentation shall be in quantities determined by the Contracting Officer. Recipient names and email (if applicable) addresses shall be noted on a separate distribution list to be furnished by the Contracting Officer. The Contracting Officer's letter may include other information pertinent to delivery of data, as required.

#### 2.3.2 Format

- 2.3.2.1 <u>Electronic Format</u>: Electronic submission of data deliverables is required. Electronic deliverables shall be printable. Data deliverables shall be delivered to NASA in the format specified below unless a specific format is required by a DRD. Data submittals shall consist of a single Adobe Acrobat PDF file and the native format electronic file(s). The preferred native formats include Microsoft Word, Excel, PowerPoint or CAD drawing plot file, as appropriate. Where a single native format file is not possible, multiple files may be integrated into a single ZIP file for submission. The organization of the contents of the integrated ZIP file shall be made readily apparent to the reader, and each file within the integrated product shall be clearly identifiable and traceable within the organization of the integrated product. If files are fragmented, file names shall be labeled logically and contiguously, and the files shall be easily reassembled or merged (e.g. 1 filename, 2 filename, 2a filename, etc.). The software versions shall be confirmed prior to submittals.
- 2.3.2.2 <u>Hardcopy Format</u>: In addition to the electronic submittal, one hardcopy package of specific data deliverables shall be delivered to the NASA Contracting Officer for the Government contract file. This requirement is indicated in Item 15.4, Format of each DRD. The hardcopy package shall consist of the contractor's Transmittal Memo and one copy of the data deliverable.

#### 2.3.3 Data Restriction Marking

2.3.3.1 <u>Data Restriction Determination and Marking Requirements</u>: The contractor shall determine the data restriction that applies to each data deliverable and mark the data restriction on the data coversheet, or indicate the data restriction in the data transmittal package if the data format precludes identification of data restriction directly in the data. The contractor shall make a determination for each individual data deliverable item, and shall not apply a default or blanket data restriction marking to all data deliverables (e.g., "data may be export restricted"). If NASA does not agree with the contractor applied data restriction, the NASA Contracting Officer shall

### ATTACHMENT J-13 DATA PROCUREMENT DOCUMENT (DPD) (CONTINUED)

return the data to the contractor, cancel the markings, or ignore the markings consistent with the procedures set forth in the "data rights" clause(s) contained in the contract.

2.3.3.2 <u>Data Restriction Categories and Marking Statements</u>: The contractor shall consider the following data restriction categories, as a minimum, and utilize specified marking statements.

If data delivered under this contract is subject to the International Traffic in Arms Regulations (ITAR), the data shall contain an "ITAR Notice" as follows:

#### International Traffic in Arms Regulations (ITAR) Notice

This document contains information which falls under the purview of the U.S. Munitions List (USML), as defined in the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, and is export controlled. It shall not be transferred to foreign nationals, in the U.S. or abroad, without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exemption is obtained/available from the United States Department of State. Violations of these regulations are punishable by fine, imprisonment, or both.

If data delivered under this contract is subject to the Export Administration Regulations (EAR), the data shall contain the "EAR Notice" as follows:

#### Export Administration Regulations (EAR) Notice

This document contains information within the purview of the Export Administration Regulations (EAR), 15 CFR 730-774, and is export controlled. It may not be transferred to foreign nationals in the U.S. or abroad without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exception is obtained/available from the Bureau of Industry and Security, United States Department of Commerce. Violations of these regulations are punishable by fine, imprisonment, or both.

If the contract contains FAR 52.227-14 Alternate II, the "Limited Rights Notice" may be applicable to data (other than computer software) delivered under this contract.

If the contract contains FAR 52.227-14 Alternate III, the "Restricted Rights Notice" may be applicable to computer software delivered under this contract.

If the contract contains FAR 52.227-20, the "SBIR Rights Notice" may be applicable to SBIR data delivered under this contract.

In accordance with the applicable data clause (e.g., FAR 52.227-14(c) or FAR 52.227-20(c)), the contractor may be able to assert a copyright claim in data delivered under this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government.

#### 2.3.4 Transmittal

- 2.3.4.1 Data shall be transmitted to NASA by email, CD or DVD, hardcopy, or other mechanism agreed to by the Contracting Officer, COTR, and Project representatives who are responsible to receive, index, and store the data deliverables.
- 2.3.4.2 If email is used to transmit data deliverables, the email size shall be 10 Megabytes or less to ensure receipt by the NASA email servers. Encrypted email format shall be used to transmit data which has been judged sensitive by the contractor (e.g., export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.).
- 2.3.4.3 Data Transmittal Package: Each data transmittal package shall include:
  - a. Transmittal memorandum that specifies the meta-data below for each data transmittal:

### ATTACHMENT J-13 DATA PROCUREMENT DOCUMENT (DPD) (CONTINUED)

- 1. Contract number.
- 2. Data Requirements Description (DRD) number.
- 3. DRD data type (specified in Item 3 on the DRD).
- 4. Submission date or milestone being satisfied.
- Document number and revision.
- Document title.
- File names of all files being delivered; file naming convention shall clearly identify the document being delivered.
- Distribution (as defined by the Contracting Officer's letter).
- 9. Requested response date.
- 10. Contractor assigned data restriction (export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.) if not marked on data.
- NASA Records Retention Schedule (NRRS) number, if applicable. (See NPR 1441.1, NASA Records Retention Schedules)
- b. Printable electronic files or hardcopy data.
- 2.3.5 <u>Use of the MSFC Documentation Repository</u>: Marshall Policy Directive (MPD) 2210.1 specifies the requirements for utilizing the Documentation Repository. Electronic data deliverables should be transmitted directly to the Repository via a secure web page, available at <a href="https://webpub.nis.nasa.gov/submittal/index.html">https://webpub.nis.nasa.gov/submittal/index.html</a>. Computer-Aided Design (CAD) drawings shall be submitted in the original native vector, Hewlett-Packard Graphic Language (HPGL) and raster image formats.
- 2.4 <u>Printing</u>: All printing, duplicating, or binding shall be in accordance with NFS 1852.208-81, Restrictions on Printing and Duplicating. Printing of formal reports and Type 1 and 2 data in book format shall be in accordance with the following general specifications:
  - a. Method of reproduction offset/xerography.
  - Finished size 8 1/2" X 11".
  - c. Paper 20-pound opaque bond.
  - d. Cover Litho cover stock.
  - Pages shall be printed on both sides; blank pages shall be avoided when possible.
  - f. Oversize pages shall be avoided when possible, but if necessary shall be folded to 8 1/2" X 11"
  - g. Binding shall be the most economical method commensurate with the size of the report and its intended use.
- 2.5 <u>Contractor's Internal Documents</u>: The contractor's internal documents shall be used to meet the data requirements of this DPD unless a specific format is required by the applicable DRD.

### ATTACHMENT J-13 DATA PROCUREMENT DOCUMENT (DPD) (CONTINUED)

- 2.6 Document Identification: Type 1 and 2 documents published by the contractor and submitted in response to the data requirements of this DPD shall be identified within an organized identification numbering system prescribed to NASA by the contractor and, if applicable, as approved by NASA. For all data types, the document number, change legend, date, and title constitute the minimum identification of the specific document and shall appear on the cover and title page. The contract number shall also appear on the cover and title page as separate markings. The originator and organization shall be included on the title page. The document number, change legend, and date shall appear on each page of the document. In the front matter of each document, identify the DPD number and applicable DRD number(s) required for document preparation. Successive issues or revisions of documents shall be identified in the same manner as the basic issue and shall have appropriate change identification. Drawings and ECPs are excluded from the marking provisions of this paragraph. All Type 1 documentation, excluding configuration management requirements, shall be marked "PRELIMINARY PENDING NASA APPROVAL," and once approved shall be reissued with "APPROVED BY NASA" and the date and approval authority annotated on the cover.
- 2.7 Reference to Other Documents and Data Deliverables in Data Submittals: All referenced documents shall be made readily available to the cognizant NASA organization upon request. The contractor should make sure that the references are available to NASA in a manner which does not incur delays in the use of the response document. Reference may be made, within one data submittal, to other data submittals delivered in response to this DPD in those cases where the data required by one DRD may have been delivered by the contractor in response to another DRD. The reference to previously-submitted data shall include the applicable DRD number, data submittal version date, and location within the referenced document.
- 2.8 <u>Maintenance of Type 1 Document Submittals</u>
- 2.8.1 Revisions of Type 1 documentation may be accomplished either by individual page revision or by a complete reissue of the document identified in accordance with requirements of 2.7 above, with the exception of drawings (which shall be revised in accordance with contract configuration management requirements).
- 2.8.2 Individual page revisions shall be made as deemed necessary by the contractor or as directed by the Contracting Officer.
- 2.8.3 A Type 1 document shall be completely reissued when, in the opinion of the contractor and/or NASA, the document has been revised to the extent that it is unusable in its present state, or when directed by the Contracting Officer. When complete reissues are made, the entire contents of the document shall be brought up to date and shall incorporate revised pages. All revisions shall be recorded. A revision log shall identify complete reissues except for periodic reports and documents which are complete within themselves as final.
- 2.8.4 Changes of a minor nature to correct obvious typing errors, misspelled words, etc., shall only be made when a technical change is made, unless the accuracy of the document is affected.
- 2.8.5 All revised pages shall be identified by a revision symbol and a new date. Each document shall contain a log of revised pages that identify the revision status of each page with the revision symbol. This list shall follow the table of contents in each document. The line or lines revised on a given page shall be designated by the use of vertical line in the margin of the page, and the change authority shall be indicated adjacent to the change.

### ATTACHMENT J-13 DATA PROCUREMENT DOCUMENT (DPD) (CONTINUED)

2.8.6 Contractor Type 1 documents shall not be submitted containing pen and ink markups which correct, add to, or change the text, unless schedule problems exist and approval is obtained in writing from the Contracting Officer. Such markups, however, shall not exceed 20 percent of the page content and shall be acceptable provided that the reproduced copies are legible. In addition, hand-drawn schematics, block diagrams, data curves, and similar charts may be used in original reports in lieu of formally prepared art work, as long as legibility of copies is not impaired. Acceptability shall be determined by the Contracting Officer.

#### 3.0 DPD MAINTENANCE PROCEDURES

- 3.1 NASA-Initiated Change: New and/or revised data requirements shall be incorporated by contract modification to which the new or revised portion of the DPD shall be appended. The contractor shall notify the Contracting Officer in the event a deliverable data requirement is imposed and is not covered by a DRD, or when a DRD is changed by a contract modification and for which no revision to DPD is appended. In such cases, the contractor shall submit the requested changes to NASA for approval. See paragraph 3.3.1 for change procedures.
- 3.2 <u>Contractor-Initiated Change</u>: Contractor-proposed data requirements or proposed changes to existing requirements shall be submitted to NASA for approval.

#### 3.3 DPD Change Procedures

- 3.3.1 Changes to a contractual issue of this DPD shall be identified by NASA on the Document Change Log and Page Revision Log. The actual revised material on the DPD page shall be identified by placing a heavy vertical line in the right-hand margin extending the entire length of the change. In addition, the numerical control number of the contractual direction authorizing the change shall be placed adjacent to the vertical revision line. These revision identifiers shall be used to reflect the current revision only; any previous symbols on a page shall be deleted by the current revision.
- 3.3.2 The date of the contractual direction paper, e.g., Change Order, Supplemental Agreement, or Contracting Officer's letter shall be entered under the "Status" column of the Page Revision Log adjacent to the affected page or DRD number, and in the "as of" block. The date that was in the "as of" block shall be entered in the "Superseding" block.
- 3.3.3 The Document Change Log entitled "Incorporated Revisions" shall be changed to indicate the number, portions affected, and associated Supplemental Agreement number, if applicable.
- 3.3.4 The Document Change Log entitled "Outstanding Revisions" is changed periodically to indicate outstanding Change Orders and Contracting Officer notification letters.

#### 3.4 DPD Reissues

- 3.4.1 When conditions warrant, the DPD shall be reissued by NASA and shall supersede the existing DPD in its entirety. Reissues shall be issued by contractual direction.
- 3.4.2 All revision symbols (vertical lines and contractual direction control numbers) shall be removed from all pages; revision dates shall remain in the Date Revised block on DRD's that have been revised. The issue symbol, which shall commence with "A" and progress through "Z," shall be entered in the DPD identification block of each DRD page of the DPD.

# NNM07AA70C ATTACHMENT J-13 DATA PROCUREMENT DOCUMENT (DPD) (CONTINUED) Office of Strategic Analysis and Communications (OSAC) Support Services

## **Data Requirements List**

DRD	DATA TYPE	TITLE	<u>OPR</u>
CD - Contractual Data 1140CD-001	2	Contract Information Technology Security Program Plan	IS10
LS -Logistics			
1140LS-001	2	Government Property Management Plan	AS41
MA - Management			
1140MA-001	1	Management Plan	CS01
1140MA-002	3	Financial Management Report (533M and 533Q)	CS40
1140MA-003		Quarterly and Monthly Technical Progress Reports	CS01
1140MA-004	3 3 3 3	Badged Employee and Remote IT User Listing	AS50
1140MA-005	3	Contractor Employee Clearance Documents	AS50
1140MA-006	3	Position Risk Designation for Non-NASA Employee Form	AS50
1140MA-007	2	Organizational Conflict of Interest (OCI) Avoidance Plan	CS01
SA - Safety			
1140SA-001	2	Safety, Health and Environmental (SHE) Plan	AS10/QD50
1140SA-002	3	Mishap and Safety Statistics Report	QD50

#### NNM07AA70C OCUREMENT DOCUMENT (DPD) (

# ATTACHMENT J-13 DATA PROCUREMENT DOCUMENT (DPD) (CONTINUED) DATA REQUIREMENTS DESCRIPTION (DRD)

1. DPD NO.: 1140

ISSUE: Draft RFP

2. DRD NO.: 1140CD-001

3. DATA TYPE: 2

DATE REVISED:
 PAGE: 1/1

6. TITLE: Contract Information Technology Security Program Plan

- 7. DESCRIPTION/USE: To ensure that the contractor fully understands the Information Technology (IT) security requirements of NFS 1852.204-76 and NPR 2810.1. This plan will demonstrate that the contractor understands the Federal and NASA IT security requirements and details how they plan to implement IT security and remain compliant with changing IT security requirements.
- 8. OPR: IS10

9. DM: CS01

- DISTRIBUTION: Per Contracting Officer's letter. One copy shall go to the Organization Computer Security Official.
- INITIAL SUBMISSION: 30 days after contract award.
- SUBMISSION FREQUENCY: Revise as required after any significant changes.
- 13. REMARKS: The Federal Information Security Management Act (FISMA) of 2002 applies to both information and information systems used by NASA, its contractors, and other organizations and sources, it has somewhat broader applicability than that of prior security law. That is, the NASA IT security program and its requirements apply to all organizations (sources) which possess or use Federal or NASA information or which operate, use, or have access to Federal or NASA information systems on behalf of NASA.
- 14. INTERRELATIONSHIP: PWS paragraph 3.6
- 15. DATA PREPARATION INFORMATION:
- 15.1 <u>SCOPE</u>: The extent of the Contract IT Security Program Plan can vary and shall be appropriate to comply with the breadth of sensitivity level security requirements for protecting the collection, processing, maintenance, use, sharing, dissemination, or disposition NASA information.

#### 15.2 APPLICABLE DOCUMENTS:

NFS 1852.204-76

Security Requirements for Unclassified Information Technology Resources

NPR 2810.1

Security of Information Technology

ITS-SOP-00018

Contract IT Security Program Plan Procedures

- 15.3 CONTENTS: The Contract IT Security Program Plan shall meet the requirements of ITS-SOP-00018.
- 15.4 <u>FORMAT</u>: Contractor format is acceptable. The requirements of ITS-SOP-00018 shall be adequately covered and readily identifiable.
- 15.5 MAINTENANCE: Changes shall be incorporated by change page or complete reissue.

1. **DPD NO.: 1140**  ISSUE: Draft RFP

DRD NO.: 1140LS-001

3. DATA TYPE: 2

DATE REVISED: 4. **PAGE: 1/1** 

5.

TITLE: Government Property Management Plan 6.

7. DESCRIPTION/USE: To describe the method of controlling and managing Government property.

8. OPR: AS41 9. DM: CS01

10. **DISTRIBUTION**: Cognizant property administrator

INITIAL SUBMISSION: Preliminary three months after Authority to Proceed (ATP) 11.

12. SUBMISSION FREQUENCY: Final one year after ATP, revise as required

REMARKS: This document shall be the official contract requirements document for the control and 13. identification of all Government property.

14. **INTERRELATIONSHIP**: PWS paragraph 3.2

DATA PREPARATION INFORMATION: 15.

SCOPE: The Government Property Management Plan defines the contractor's methods of care, 15.1 accounting, and control of Government property.

15.2 APPLICABLE DOCUMENTS:

FAR

Federal Acquisition Regulation, Part 45

NPR 5100.4B

Federal Acquisition Regulation Supplement, (NASA/FAR Supplement) Part 18-

45 and latest revisions thereto

**CONTENTS**: This plan shall satisfy the requirements of the documents listed in 15.2, and the 15.3 contract. This plan shall consist of those procedures which constitute the contractor's property management system and shall include the following categories:

a. Property management.

i. Reports.

b. Acquisition.

Consumption.

c. Receiving.

k. Utilization.

d. Identification.

Maintenance.

e. Records.

m. Subcontractor control.

f. Movement.

n. Disposition.

o. Contract close-out.

g. Storage.

15.4

15.5

h. Physical inventories.

**FORMAT**: Contractor format is acceptable.

MAINTENANCE: Changes shall be incorporated by change page or complete reissue.

1. **DPD NO**.: 1140

ISSUE: Draft RFP

2. DRD NO.: 1140MA-001

3. **DATA TYPE**: 1

4. DATE REVISED:

5. **PAGE**: 1/1

- 6. TITLE: Management Plan
- DESCRIPTION/USE: To provide a description of the Contractor's management system, organization and provide insight for accomplishing the requirements set forth in the contract.

8. OPR: CS01

9. DM: CS01

- DISTRIBUTION: Per Contracting Officer's letter
- 11. INITIAL SUBMISSION: 30 days after Authority to Proceed (ATP)
- 12. SUBMISSION FREQUENCY: Revise as required
- 13. REMARKS:
- 14. INTERRELATIONSHIP: PWS paragraph 3.1
- 15. DATA PREPARATION INFORMATION:
- 15.1 SCOPE: The Management Plan describes the Contractor's concept plans, practice, and approach for accomplishing the requirements set forth in the contract, i.e., managing and controlling project tasks, experimental work, management interfaces, and staffing. The plan shall be in such detail as necessary to convey the Contractor's internal procedures.
- 15.2 APPLICABLE DOCUMENTS: None
- 15.3 CONTENTS:
  - a. The plan shall include a detailed description by which the Contractor proposes to accomplish each task down to the Level III WBS task level.
  - b. The plan shall also include a description of management concepts, plans, project management and task/control systems, organizational approach, and communication channels between the Contractor and the Government. This shall include descriptions, flow charts, schedules, and other documentation necessary to give a comprehensive plan of organization and accomplishment.
  - c. The plan shall include the Contractor's approach for risk assessment.
- 15.4 **FORMAT**: Contractor format is acceptable.
- 15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

# ATTACHMENT J-13 DATA PROCUREMENT DOCUMENT (DPD) (CONTINUED) DATA REQUIREMENTS DESCRIPTION (DRD)

DPD NO.: 1140

ISSUE: Draft RFP

2. DRD NO.: 1140MA-002

3. DATA TYPE: 3

4. DATE REVISED:

5. **PAGE**: 1/2

TITLE: Financial Management Report (533M and 533Q)

 DESCRIPTION/USE: To provide quarterly and monthly financial reports for monitoring program costs. The 533M and 533Q reports are the official cost documents used at NASA for cost type, price redetermination, and fixed price incentive contracts.

OPR: CS40

9. DM: CS01

- DISTRIBUTION: Per Contracting Officer's letter
- INITIAL SUBMISSION: An initial report in the 533Q format is required within 30 working days after Authority to Proceed. Initial 533M reporting shall begin no later than 30 days after the incurrence of cost.
- SUBMISSION FREQUENCY: <u>533Q</u>: Quarterly; no later than the 15th day of the month preceding the quarter being reported in columns 8a, 8b, and 8c. <u>533M</u>: Monthly; no later than 10 working days following the close of the contractor's accounting month.
- REMARKS: The data contained in the reports shall be auditable using Generally Accepted Accounting Principles.
- INTERRELATIONSHIP: NFS 1852.242-73, NASA Contractor Financial Management Reporting, (November 2004). PWS paragraphs 3.1 and 3.4
- 15. DATA PREPARATION INFORMATION:
- 15.1 <u>SCOPE</u>: The Financial Management Report provides data on accumulated costs and funding projections for management of the contract.
- 15.2 APPLICABLE DOCUMENTS:

NPR 9501.2D

NASA Contractor Financial Management Reporting

- 15.3 <u>CONTENTS</u>: The elements of cost for financial reporting shall be mutually agreed by the contractor and NASA project office. The Financial Management Reports (533M and 533Q) shall be prepared in accordance with the detailed instructions provided on the reverse side of the NASA Forms 533M and 533Q and the supplementary instructions set forth in NPR 9501.2D, Chapter 3.
  - a. 533Q Quarterly Report shall include actual cost and cost projections at the total contract level. The initial 533Q report shall reflect the original contract value detailed by negotiated reporting categories and serve as the original baseline plan.
  - 533M Monthly Report shall include actual cost and cost projections at the total contract level.

A summary level page reflecting cumulative total contract cost since inception shall be included. In addition, the contractor shall provide a detailed break-out of current month and cumulative costs by labor totals and work order totals, by customer. In addition, cumulative costs for these elements shall be provided by contract year and fiscal year, by customer. Reconciliation between the 533M/533Q and the Monthly IDIQ Task Order Progress Report and Monthly Work Order Progress Report shall be submitted as an attachment to the 533M/533Q Report.

The contractor shall also provide a written narrative as an attachment to the 533M/533Q Report for estimate versus actual variances greater than 5%.

# NNM07AA70C ATTACHMENT J-13 DATA PROCUREMENT DOCUMENT (DPD) (CONTINUED) DRD Continuation Sheet

TITLE: Financial Management Report (533M and 533Q)

DRD NO.: 1140MA-002

DATA TYPE: 3

PAGE: 2/2

15. DATA PREPARATION INFORMATION (CONTINUED):

15.4 <u>FORMAT</u>: Contractor internal automated printout reports may be substituted for 533M/533Q forms (with NASA Contracting Officer's approval) provided that the contractor report contains all of the data elements required by NASA Forms 533M and 533Q. Electronic submission of contractor data is strongly encouraged (reference NPR 9501.2, paragraph 3.7).

15.5 MAINTENANCE: None required

1. **DPD NO.**: 1140

ISSUE: Draft RFP

DRD NO.: 1140MA-003

3. DATA TYPE: 3

4. DATE REVISED:5. PAGE: 1/2

6. TITLE: Quarterly and Monthly Technical Progress Reports

- DESCRIPTION/USE: To provide data for the assessment of contract progress. To provide visibility
  to Contractor and MSFC Management of actual and potential problems and progress toward
  meeting the requirements of the contract.
- 8. OPR: CS01

9. DM: CS01

- 10. **DISTRIBUTION**: Per Contracting Officer's letter
- INITIAL SUBMISSION: Quarterly Self-Evaluation: Ten calendar days following the end of the first calendar year quarter. Monthly Work Order Progress: Ten calendar days following the end of the first month after ATP. Monthly IDIO Task Order Progress: Ten calendar days following the end of the first month after ATP.
- 12. SUBMISSION FREQUENCY: Quarterly Self-Evaluation: The report shall be submitted ten calendar days following the end of each calendar year quarter. Monthly Work Order Progress: The report shall be submitted ten days following the end of each month. Monthly IDIO Task Order Progress: The report shall be submitted ten days following the end of each month.
- 13. REMARKS:
- 14. INTERRELATIONSHIP: PWS paragraphs 3.1, 3.4 and 7.0
- 15. DATA PREPARATION INFORMATION:
- 15.1 SCOPE: The Quarterly and Monthly Technical Progress Reports shall provide a comprehensive status on all IDIQ tasks and work orders in support of the PWS. Reports shall include the necessary information to assess status, obtain required approvals from authorizing government officials, track cost and workforce information, and identify problems that need resolution for accomplishment of contract efforts.
- 15.2 APPLICABLE DOCUMENTS: None
- 15.3 <u>CONTENTS</u>: The Quarterly and Monthly Technical Progress Reports shall contain the following information as a minimum:

#### a. Quarterly Self-Evaluation:

- Significant accomplishments of work performed, status of on-going activities, upcoming events and milestones, and outstanding issues which may impede performance or impact performance, schedule or cost for all PWS activities outlined in Attachment J-1.
- Schedule of major actions and/or milestones to be performed for all PWS activities outlined in Attachment J-1.
- Any other information that may assist the technical evaluators in evaluating the technical and administrative program: such as technical results and recommendations, innovative processes, cost-reduction initiatives, etc
- 4. Performance metrics and a summary of incentive metrics for all PWS activities outlined in Attachment J-1.

# ATTACHMENT J-13 DATA PROCUREMENT DOCUMENT (DPD) (CONTINUED) DRD Continuation Sheet

TITLE: Quarterly and Monthly Technical Progress Reports DRD N

DRD NO.: 1140MA-003

DATA TYPE: 3 PAGE: 2/2

#### 15. DATA PREPARATION INFORMATION (CONTINUED):

- Labor hours and corresponding WYEs expended in each Level III WBS task by sponsoring organization/customer, for the current months and cumulative months, showing overtime hours separately. Labor hours and corresponding WYE's shall also be broken down by prime contractor, teammates, and sub-contractors.
- Total dollars/cost actuals expended in each Level III WBS task by sponsoring organization/ customer, for the current months and cumulative months. Total dollars and cost shall also be broken down by prime contractor, teammates, and sub-contractors.
  - (a) Mission (including overtime).
  - (b) IDIQ Task Orders.
- 7. Estimated (anticipated) dollars/cost needed through current Government Fiscal Year in each Level III WBS task by sponsoring organization/customer.
  - (a) Mission (including overtime).
  - (b) IDIQ Task Orders.
- b. Monthly IDIQ Task Order Progress:
  - 1. Contract number, task order number, and date of the order.
  - Task ceiling price.
  - 3. Cost and hours summary of the status of all tasks issued under the contract.
  - 4. Cost and hours incurred, for the month and cumulative, to-date for each issued task.
  - Significant issues/problems and corrective action associated with a task.
  - Accounting and Appropriation Data (cost and hours) reported to the Unique Project Number (UPN) or its equivalent.
  - 7. Supporting data down to WBS Level III.
- c. Monthly Work Order Progress:
  - 1. Work Order Number, Work Order Title, Unique Project Number (UPN).
  - Cost and hours summary of the status of all work orders issued under the contract by organization / customer.
  - 3. Estimated and actual costs incurred for each issued task.
  - 4. Copies of all active work orders. Each work order shall provide the following information:
    - (a) Name of Government Requesting Official / Organization.
    - (b) Work Order Originator and date of order creation.
    - (c) Description of services to be performed and/or products to be delivered.
    - (d) Period-of-performance.
    - (e) Special instructions, rationale, and comments as applicable.
    - (f) Estimated and actual total dollar cost and workforce requirements by major cost element (labor, travel, etc.) for each work order and in summary for each contract year.
    - (g) Time limitations as applicable.
    - (h) Deliverables and milestone dates.
    - (i) Status Tracking, approval tracking, and revision tracking as applicable.
    - Accounting and Appropriation Data (cost and hours) reported to the Unique Project Number (UPN) or its equivalent.
    - (k) Supporting data down to WBS Level III.
- 15.4 FORMAT: <u>Quarterly Self-Evaluation</u>. The Progress Report shall be in presentation chart format. Submittal shall be standard hard copy as the presentation, electronic submission or other media as directed by the Contracting Officer. <u>Monthly IDIQ Task Order Progress and Monthly Work Order Progress</u>. Contractor format is acceptable.
- 15.5 MAINTENANCE: None required

DPD NO.: 1140

ISSUE: Draft RFP

2. DRD NO.: 1140MA-004

3. DATA TYPE: 3

4. DATE REVISED:5. PAGE: 1/1

- 6. TITLE: Badged Employee and Remote IT User Listing
- DESCRIPTION/USE: To assist NASA in conducting contractor floor checks and to determine if the employees meet the minimum background investigation requirements.

8. OPR: AS50

9. DM: CS01

- DISTRIBUTION: Per Contracting Officer's letter. One copy shall go to MSFC Protective Services Office.
- 11. INITIAL SUBMISSION: No later than 10 working days after Authority to Proceed (ATP)
- SUBMISSION FREQUENCY: Formal update quarterly and email changes as personnel changes occur to distribution. If deemed necessary by the Contracting Officer, the contractor shall submit the list at times other than stated.
- 13. **REMARKS**: Reference is made to Federal Acquisition Regulation (FAR) Clause, FAR 52.215-2, Audit and Records--Negotiations (June 1999), NPR 1600.1, NASA Security Program Procedural Requirements.
- INTERRELATIONSHIP: PWS paragraph 3.1
- 15. DATA PREPARATION INFORMATION:
- 15.1 <u>SCOPE</u>: The Badged Employee and Remote IT User Listing provides NASA with a list of all MSFC badged contractor employees, as well as, any contractor remote IT users who will have access to the MSFC IT system.
- 15.2 APPLICABLE DOCUMENTS: None
- 15.3 <u>CONTENTS</u>: The list shall include the following information for each employee: employee's full name (first and middle names must be birth names), last four digits of the Social Security Number (SSN), date of birth, place of birth, duty position, duty location (building/room number), shift assignment, and supervisor's name. Additionally, if applicable, the type of security background check already completed (NACLC or SSBI) and the date it was completed.
- 15.4 **FORMAT**: Contractor format using Excel Spreadsheet is acceptable.
- 15.5 MAINTENANCE: None required

1. DPD NO.: 1140

ISSUE: Draft RFP

2. DRD NO.: 1140MA-005

DATA TYPE: 3

4. DATE REVISED:5. PAGE: 1/1

- 6. TITLE: Contractor Employee Clearance Document
- DESCRIPTION/USE: To ensure that badged contractor employees who no longer require Center access properly clear all accounts when the access is no longer needed.
- 8. OPR: AS50

9. DM: CS01

- DISTRIBUTION: Per Contracting Officer's letter
- 11. INITIAL SUBMISSION: Immediately when the access is no longer needed
- 12. SUBMISSION FREQUENCY: As required
- 13. REMARKS:
- INTERRELATIONSHIP: PWS paragraph 3.1
- 15. DATA PREPARATION INFORMATION:
- 15.1 **SCOPE**: The Contractor Employee Clearance Document provides verification that all badged employees have properly cleared all accounts when the access is no longer needed.
- 15.2 APPLICABLE DOCUMENTS: None
- 15.3 <u>CONTENTS</u>: The Contractor Employee Clearance Document shall contain all the information required by MSFC Form 383-1.
- 15.4 FORMAT: MSFC Form 383-1, "Contractor Employee Clearance Document".
- 15.5 MAINTENANCE: None required

1. DPD NO.: 1140

ISSUE: Draft RFP

2. DRD NO.: 1140MA-006

3. DATA TYPE: 3

4. DATE REVISED:

5. PAGE: 1/1

- 6. TITLE: Position Risk Designation for Non-NASA Employee Form
- DESCRIPTION/USE: To ensure that contractor employees are screened to an appropriate risk determination in accordance with NPR 1600.1, NASA Security Program Procedural Requirements, Chapter 4.
- 8. OPR: AS50

9. DM: CS01

- DISTRIBUTION: Per Contracting Officer's letter. One copy shall go to MSFC Protective Services Office.
- 11. INITIAL SUBMISSION: No later than 10 working days after Authority to Proceed (ATP)
- 12. SUBMISSION FREQUENCY: Update as personnel or position changes occur
- 13. REMARKS:
- 14. INTERRELATIONSHIP: PWS paragraph 3.1
- 15. DATA PREPARATION INFORMATION:
- 15.1 **SCOPE**: The Position Risk Designation for Non-NASA Employee Form provides information necessary to determine the type of investigation required and how closely an individual is screened for a position.
- 15.2 APPLICABLE DOCUMENTS:

NPR 1600.1

NASA Security Program Procedural Requirements

- 15.3 <u>CONTENTS</u>: The Position Risk Designation for Non-NASA Employee Form shall contain all the information required by MSFC Form 4482 in accordance with NPR 1600.1, NASA Security Program Procedural Requirements.
- 15.4 FORMAT: MSFC Form 4482, "Position Risk Designation for Non-NASA Employee".
- 15.5 **MAINTENANCE**: None required

1. **DPD NO.**: 1140

ISSUE: Draft RFP

2. DRD NO.: 1140MA-007

3. DATA TYPE: 2

4. DATE REVISED:5. PAGE: 1/2

- 6. TITLE: Organizational Conflict of Interest (OCI) Avoidance Plan
- 7. DESCRIPTION/USE: To demonstrate to the Government that the Contractor, when using subject matter experts and all applicable personnel performing under this contract, will mitigate organizational conflicts of interest and ensure that the contractor provides unbiased, impartial advice and adequately protects sensitive, proprietary data belonging to other contractors and the Government.

8. **OPR**: PS33

9. DM: CS01

- 10. DISTRIBUTION: Per Contracting Officer's letter
- 11. INITIAL SUBMISSION: 5 working days following Authority to Proceed (ATP)
- 12. SUBMISSION FREQUENCY: Update as required
- 13. **REMARKS**: Reference is made to NFS Part 1852.237-72, "Access to Sensitive Information;" and NFS 1852.237-73, "Release of Sensitive Information."
- 14. INTERRELATIONSHIP: PWS paragraph 3.1
- 15. DATA PREPARATION INFORMATION:
- 15.1 SCOPE: The Organizational Conflict of Interest Avoidance Plan demonstrates that no organizational conflict of interest exists or that any such potential conflicts have been adequately avoided or mitigated when using subject matter experts connected to any prime contractor or subcontractor performing design, development, and/or delivery of space flight hardware, software, mission integration services or other critical systems related to MSFC.
- 15.2 APPLICABLE DOCUMENTS: None
- 15.3 **CONTENTS**: The Organizational Conflict of Interest Avoidance Plan shall include the following:
  - Organizational conflicts of interest pertaining to impaired objectivity associated with the use of subject matter experts shall either:
    - Describe all business relationships that might create a conflict with the performance work statement in this contract by demonstrating:
      - (a) That the management reporting chains between this contract and the work performed by the technical subject matter experts for the conflicting business relationship are separated from each other.
      - (b) That the subject matter experts when performing on this contract are physically separated from the portion of the company performing the work for the conflicting business relationships.

# ATTACHMENT J-13 DATA PROCUREMENT DOCUMENT (DPD) (CONTINUED) DRD Continuation Sheet

TITLE: Organizational Conflict of Interest (OCI) Avoidance Plan DRD NO.: 1140MA-007 DATA TYPE: 2 PAGE: 2/2

#### 15. DATA PREPARATION INFORMATION (CONTINUED):

- (c) That each subject matter expert and all other applicable contractor personnel performing under this contract signs an express, binding, written agreement setting forth all responsibilities and duties to avoid organizational conflicts of interest and to protect sensitive data provided under this contract.
- (d) That techniques are in place to ensure that the contractor shall not favor the conflicting business relationships and will avoid the appearance of conflicts of interest.
- b. With regard to access to nonpublic information by the subject matter experts and all other applicable contractor personnel, the avoidance plan shall contain a plan to safeguard all proprietary/sensitive data the contractor receives. This plan shall include:
  - Provision that subject matter experts and all other applicable contractor personnel shall not disclose the proprietary/sensitive data relating to this contract.
  - Provision that subject matter experts and all other applicable contractor personnel only shall use the proprietary/sensitive data relating to this contract.
  - Provision that information, whether in hard copy or on electronic media, shall be marked, handled, stored, and destroyed in order to preclude an unauthorized disclosure of information.
  - Provision that information technology shall be protected to prevent unauthorized disclosure of information.
  - Provision that all applicable contractor employees performing the effort must sign an express binding written agreement clearly agreeing to protect sensitive data.
  - Requirement that subcontractors have appropriate OCI avoidance procedures in place for the use of subject matter experts and all other applicable contractor personnel.
  - Requirement for periodic self-audits, the results of which shall be made available to the Government.
  - 8. Initial and periodic refresher OCI training for the contractor, subject matter experts, and all other applicable contractor personnel working on the contract.
  - Description of organizational and employee sanctions for violation of the OCI order clause or OCI Avoidance Plan provisions.
  - 10. Provisions on record keeping requirements regarding OCI (e.g., training, written agreements). The contractor shall make these records available to and cooperate with any neutral third party the Government assigns to review adherence to their OCI mitigation plan.
  - 11. Provision requiring the contractor to report any real, apparent, or potential conflict of interest that may arise to the Contracting Officer.
  - Provision requiring the contractor to update the OCI Avoidance Plan for the subject matter experts and all other applicable contractor personnel upon occurrence of any event that will cause a change to the plan.
- 15.4 FORMAT: Contractor format is acceptable.
- 15.5 MAINTENANCE: Changes shall be incorporated by change page or complete reissue.

# ATTACHMENT J-13 DATA PROCUREMENT DOCUMENT (DPD) (CONTINUED) DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.: 1140**  ISSUE: Draft RFP

DRD NO.: 1140SA-001 2

**DATA TYPE: 2** 3.

4. DATE REVISED: PAGE: 1/3

5.

TITLE: Safety, Health, and Environmental (SHE) Plan 6.

- DESCRIPTION/USE: To provide the contractor and the Government a baseline document for 7. planning, management, control, and implementation of the contractor's industrial/occupational safety, health, and environmental program in accordance with NFS 1852.223-73.
- OPR: AS10/QD50 8.

9. DM: CS01

- **DISTRIBUTION:** Per Contracting Officer's letter 10.
- INITIAL SUBMISSION: Preliminary with proposal 11.
- SUBMISSION FREQUENCY: Ten days after Authority to Proceed (ATP); update as required 12.
- REMARKS: 13.
- INTERRELATIONSHIP: NFS 1852.223-70, Safety and Health; NFS 1852.223-73, Safety and Health 14. Plan; FAR 52.223-10, Waste Reduction Program; DRD 1140SA-002, Mishap and Safety Statistics Report. PWS paragraph 3.3
- DATA PREPARATION INFORMATION: 15.
- SCOPE: The Safety, Health, and Environmental Plan describes the contractor's method of 15.1 implementing occupational safety, health, and environmental standards over the duration of the contract.
- APPLICABLE DOCUMENTS: Compliance with the following Occupational Safety and Health 15.2 Standards and applicable requirements shall be specified in the plan (if applicable to the scope of this contract).

29 CFR 1910

Department of Labor; Occupational Safety and Health Administration Standards for

General Industry

29 CFR 1926

Department of Labor; Occupational Safety and Health Administration Standards for

Construction Industry

40 CFR

Protection of the Environment

ANSI Standards applicable to the scope of this contract

ASME Boiler and Pressure Vessel Code applicable to the scope of this contract

NFPA Standards National Fire Codes

Safety Standard for Fire Protection NASA-STD-8719.11

NPR 8715.3

NASA Safety Manual

MSFC Environmental Management Policy MPD 8500.1

MSFC Environmental Management System Manual MPR 8500.2

MSFC Emergency Plan MPR 1040.3 MPD 1800.1 MSFC Smoking Policy Bloodborne Pathogens MPR 1800.1

MSFC Occupational Medicine MPR 1810.1

MSFC Environmental Health Program MPD 1840.1

MPR 1840.1 MSFC Confined Space Entries

MPD 1840.2 MSFC Hearing Conservation Program

# NNM07AA70C ATTACHMENT J-13 DATA PROCUREMENT DOCUMENT (DPD) (CONTINUED) DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan

DRD NO.: 1140SA-001

DATA TYPE: 2 PAGE: 2/3

15.	DATA PREPARATION INFORMATION (CONTINUED):					
	MPR 1840.2	MSFC Hazard Communication Program				
	MPD 1840.3	MSFC Respiratory Protection Program				
	MPR 1840.3	MSFC Hazardous Chemicals in Laboratories Protection Program				
	MPD 1860.1	Laser Safety				
	MPD 1860.2	MSFC Radiation Safety Program				
	MPR 3410.1	Training				
	MWI 3410.1	Personnel Certification Program				
	MPR 8715.1	Marshall Safety, Health and Environmental (SHE) Program				
	MWI 8715.1	Electrical Safety				
	MWI 8715.2	Lockout/Tagout Program				
	MWI 8715.3	Hazard Identification & Warning System				
	MWI 8715.4	Personal Protective Equipment (PPE)				
	MWI 8715.5	Building Manager Program				
	MWI 8715.9	Occupational Safety Guidelines for Contractors				
	MWI 8715.10	Explosives, Propellants, & Pyrotechnics Program				
	MWI 8715.11	Fire Safety Program				
	MWI 8715.12	Safety, Health, and Environmental Finding Tracking System (SHEtrak)				
	MWI 8715.13	Safety Concerns Reporting System (SCRS)				
	MWI 8715.15	Ground Operations Safety Assessment & Risk Mitigation Program				
	MPD 8900.1	Medical Operations Responsibilities for Human Space Flight Programs (NOTE:				
		This document only applies to Space Station contracts)				
		resident and the common common the composition of t				

15.3 <u>CONTENTS</u>: The Safety, Health, and Environmental Plan shall describe the manner in which the contractor implements the requirements of the applicable documents as they pertain to the specific statement of work tasks to be performed and updated when necessary. The Safety, Health and Environmental Plan shall clearly state if the contracted effort contain potentially hazardous or non-hazardous operations and fully address the following applicable topics:

a. Management leadership and employee involvement:

 Statement of management policy and commitment to provide a safe and healthful workplace for personnel (i.e., employees, customers, and public), to protect the property and the environment, and to ensure compliance with EPA, OSHA and NASA requirements.

2. Description of procedures for insuring management and employees are held accountable for implementing their task in a safe and healthful manner through motivational

techniques, disciplinary program, or other innovative techniques.

 Descriptions of safety, health, environmental awareness and motivation programs that, include documented safety meetings and safety awareness training for employees. (Onsite Safety meeting statistics shall be documented in the Supervisors Safety Web page: <a href="http://msfcsma3.msfc.nasa.gov/dbwebs/apps/sswp/SSWP\_login.taf">http://msfcsma3.msfc.nasa.gov/dbwebs/apps/sswp/SSWP\_login.taf</a>)

4. Method of program evaluation that, identify the methods and frequency for internal

evaluation of the safety, health, and environmental program.

5. Method to ensure the Flowdown of safety, health, and environmental responsibilities between all company levels and subcontractors, when applicable.

6. Identification by title the individual who will be responsible for the implementation of the

SHE program elements.

7. Method to ensure compliance with MPR 8715.1.

# NNM07AA70C ATTACHMENT J-13 DATA PROCUREMENT DOCUMENT (DPD) (CONTINUED) DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan

DRD NO.: 1140SA-001

**DATA TYPE: 2** 

PAGE: 3/3

#### 15. DATA PREPARATION INFORMATION (CONTINUED):

b. System and worksite analysis:

 Methods of hazard identification, e.g., hazard analysis, safety assessment, change analysis, risk assessment and employee identified concerns.

Requirements for formal worksite safety inspections as required by OSHA, to including schedule and documentation requirements. Onsite OSHA inspections are performed by NASA.

 Requirements for documented supervisors' safety visits. Onsite safety visits shall be performed once per month per supervisor and documented in the Supervisors Safety Web page.

Hazard prevention and control:

 Method of ensuring a documented emergency management program. Include a list of emergency points of contract located onsite. (Note: Onsite contractors may use MPR 1040.3.)

2. Method of investigating all mishaps and close calls to determine root cause, including an outline of reporting requirements. (Reference DRD 1140SA-002, Mishap and Safety Statistics Report)

 Method for providing safety, health, and environmental services applicable to the contracted effort such as hazardous waste disposal, industrial hygiene monitoring, emergency medical support, hearing conservation program, and hazard communication. (These services can be provided by MSFC for onsite work.)

 Method for employees to suspend work where safety or environmental conditions warrant such action.

d. Safety and health training:

 Method for training each employee to recognize hazards, avoid accidents, know the hazards specific to their job, and understand the disciplinary program.

 Methods for assessing employee training needs specific to their job. (Onsite employee assessments shall be performed using the SHE Training Assessment located on the MSFC Supervisor Safety Web Page.)

- 15.4 **FORMAT**: Contractor format is acceptable.
- 15.5 MAINTENANCE: Changes shall be incorporated by change page or complete reissue.

# ATTACHMENT J-13 DATA PROCUREMENT DOCUMENT (DPD) (CONTINUED) DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1140 **ISSUE**: Draft RFP

DRD NO.: 1140SA-002

3. DATA TYPE: 3 4. DATE REVISED: PAGE: 1/2

5.

TITLE: Mishap and Safety Statistics Reports 6.

7. DESCRIPTION/USE: To provide reporting of metrics, mishaps, close calls, and serious nonoccupational injuries or illnesses.

8. OPR: QD50 9. DM: CS01

**DISTRIBUTION**: Per Contracting Officer's letter 10.

#### 11. INITIAL SUBMISSION:

- a. Safety Statistics (e.g., contract number, subcontractors, SIC/NAIC codes, number of employees, number of supervisors, hours worked, etc.): submitted on MSFC Form 4371 by the 10th of each month following contract award.
- Mishaps, Close Calls, and serious non-occupational injuries or illnesses
  - Type A or B mishaps, high visibility mishaps or close calls, and onsite Type C lost time injury or illness: Immediate telephone notification to the Contracting Officer, and Industrial Safety (256-544-0046 or 4-HELP, Safety Option) so that Center Director notifies the NASA Administrator within 24 hours of occurrence or awareness. Include location and time of incident, number of fatalities, number hospitalized, type of damage, estimated cost, brief description, and contact person and phone number.
  - 2. Non-occupational fatality or serious injury occurring onsite or to an onsite contractor employee: Notification to Contracting Officer and S&MA so that Center Director notifies the NASA Administrator within 24 hour of occurrence or awareness. (Offsite non-occupational injury or illness notification is at the discretion of the family.)
  - a. All Onsite MSFC mishaps and close calls: (applicable to onsite contractors only): NASA Initial Safety Incident Report within 4 hours of occurrence or awareness on MSFC Form 4370 or equivalent either by telephone 256-544-4357 (4-HELP); Safety Option or electronically by Quick Incident. Report at https://msfcsma3.msfc.nasa.gov/s&ma\_01/mishap/index.htm.
    - Offsite Mishaps and Close Calls Type C and below: Initial notification by next MSFC b. 4371.
  - 4. All Mishaps (Type A, B, C, Incidents and Close Calls): Mishap Report NASA Form 1627 or electronic update of NASA Incident Reporting Information System (IRIS) record within 6 calendar days of Mishap.
  - Type A, B, and Close Calls with high Type A or B potential: Mishap Board Report after completion of investigation.
  - 6. All Mishaps: Monthly Follow-up Corrective Action Plan/Status as required until closed.

#### 12. SUBMISSION FREQUENCY:

- a. MSFC Form 4370 or electronic equivalent Each occurrence of a mishap except as identified in section 11.b.
- b. NASA Form 1627 or electronic equivalent Each occurrence of a mishap. Corrective action status reports are due every 30 days until the final report is submitted.
- c. MSFC Form 4371 By the 10th of each month.
- d. Mishap Board Report Each occurrence of a Type A or B mishap, or as directed by Center management.

# NNM07AA70C ATTACHMENT J-13 DATA PROCUREMENT DOCUMENT (DPD) (CONTINUED) DRD Continuation Sheet

TITLE: Mishap and Safety Statistics Reports DRD NO.: 1140SA-002

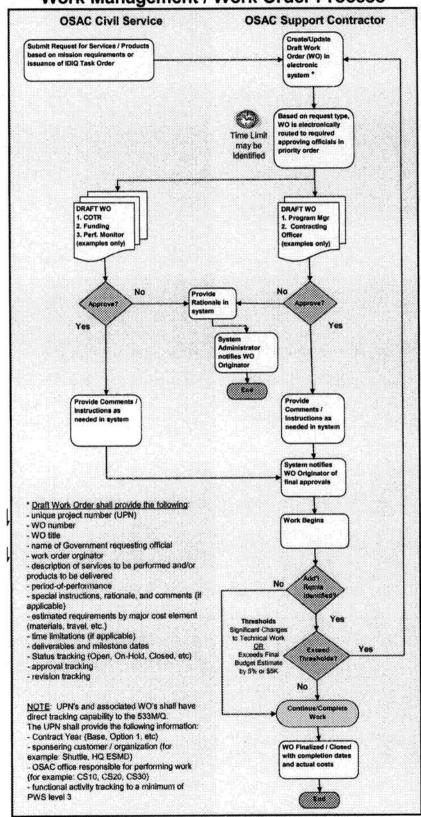
DATA TYPE: 3 PAGE: 2/2

- 13. REMARKS:
- INTERRELATIONSHIP: DRD 1140SA-001, Safety, Health, and Environmental (SHE) Plan. PWS paragraph 3.3
- 15. DATA PREPARATION INFORMATION:
- 15.1 SCOPE: The Mishap and Safety Statistics Reports document all mishaps and close calls as required in NPR 8621.1.
- 15.2 APPLICABLE DOCUMENTS:
  - NPR 8621.1 NASA Procedural Requirements for Mishap Reporting, Investigating, and Recordkeeping MWI 8621.1 Close Call and Mishap Reporting and Investigation Program
- 15.3 <u>CONTENTS</u>: The Mishap and Safety Statistics Reports shall contain the information required by NPR 8621.1 and MWI 8621.1. The contractor shall use the forms listed in 15.4 to report mishaps and related information required to produce the safety metrics.
- 15.4 **FORMAT**: The following formats or electronic equivalent shall be submitted:
  - a. MSFC Form 4370, "MSFC Flash Mishap Report."
  - b. NASA Form 1627, "NASA Mishap Report."
  - c. MSFC Form 4371, "MSFC Contractor Accident and Safety Statistics."
  - d. Mishap Board Report using the format provided in NPR 8621.1.
- 15.5 MAINTENANCE: None required

[END OF ATTACHMENT J-13]

#### **ATTACHMENT J-14**

**Work Management / Work Order Process** 



[END OF ATTACHMENT J-14]

# ATTACHMENT J-15

(RESERVED)

# **ATTACHMENT J-16**

(RESERVED)

# **ATTACHMENT J-17**

# IDIQ LABOR CATEGORY POSITION DESCRIPTIONS

Position	General Characteristics	Description	Desired Qualification/Education
Communications Subject Matter Expert I	Advanced oral and written communication skills; Proactive and results-oriented.	Research, recommend, and execute communication strategies and plans targeted to internal and external audiences through a variety of communication tools, techniques, approaches, products, and services.	B.A. or B.S. in appropriate area of specialization and 5 years of directly related experience. A graduate study in related field is preferred. Computer proficient in Microsoft
			Office and internet research capabilities
Communications Subject Matter	Advanced Strategic thinking and planning; Advanced oral and written communication skills;	Providing counsel and support to OSAC senior management and customers regarding all aspects of strategic communications. Research,	B.A. or B.S. in appropriate area of specialization and 10 years of directly related experience.
= Experim	Advanced problem solving solies.  Proactive and results-oriented.	strategies and plans targeted to internal and external audiences through a variety of	Graduate studies or PhD in related field of study is preferred.
		products, and services.	Computer proficient in Microsoft Office and internet research capabilities

# NNM07AA70C ATTACHMENT J-17 IDIQ LABOR CATEGORY POSITION DESCRIPTIONS (CONTINUED)

Position	General Characteristics	Description	Desired Qualification/Education
Communications Subject Matter Expert III	Advanced Strategic thinking and planning; Advanced oral and written communication skills; Senior professional who is proactive and results-oriented with solid supervisory skills and demonstrated experience interfacing with senior management Advanced problem	Providing counsel and support to OSAC senior management and customers regarding all aspects of strategic communications. Research, recommend, and execute communication strategies and plans targeted to internal and external audiences through a variety of communication tools, techniques, approaches, products, and services.	B.A. or B.S. in appropriate area of specialization and 15 years of directly related experience.  Graduate studies or PhD in related field of study is preferred.  Computer proficient in Microsoft Office and internet research
34	solving skills.		capabilities

[END OF ATTACHMENT J-17]

### **ATTACHMENT J-18**

### **WAGE DETERMINATION**

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

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

Wage Determination No.: 2005-2008

Revision No.: 4

William W.Gross

Division of

Wage Determinations | Date Of Last Revision: 12/06/2006

Director

States: Alabama, Tennessee

Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston

Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

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

### MINIMUM WAGE RATE OCCUPATION CODE - TITLE

01000 -	Administrative Support And Clerical Occupations	
	- Accounting Clerk I	13.47
	- Accounting Clerk II	14.65
120,000,000,000,000	- Accounting Clerk III	16.77
	- Administrative Assistant	21.27
	- Court Reporter	17.16
	- Data Entry Operator I	10.78
	- Data Entry Operator II	12.84
	- Dispatcher, Motor Vehicle	16.31
	- Document Preparation Clerk	12.47
	- Duplicating Machine Operator	12.47
	- General Clerk I	10.25
	- General Clerk II	11.18
01113	- General Clerk III	13.15
	- Housing Referral Assistant	17.51
	- Messenger Courier	8.95
01191	- Order Clerk I	11.24
	- Order Clerk II	15.27
01261	- Personnel Assistant (Employment) I	13.50
01262	- Personnel Assistant (Employment) II	15.08
	- Personnel Assistant (Employment) III	16.33
01270	- Production Control Clerk	18.39
01280	- Receptionist	11.02
01290	- Rental Clerk	11.79
01300	- Scheduler, Maintenance	15.32
01311	- Secretary I	15.32
01312	- Secretary II	17.16
01313	- Secretary III	19.14
01320	- Service Order Dispatcher	13.83
01410	- Supply Technician	21.27
	- Survey Worker	16.43
01531	- Travel Clerk I	9.71
01532	- Travel Clerk II	10.28
01533	- Travel Clerk III	10.96
01611	- Word Processor I	12.34
01612	- Word Processor II	13.77
01613	- Word Processor III	16.31

11.28	130 - Medical Laboratory Technician 160 - Medical Record Clerk	12130
10.79	- Medical Assistant	12100
	- Licensed	12073
14.00	- Licensed Practical Nurse	12072
12.46	071 - Licensed Practical Nurse I	12071
14.33	- Emergency	12040
20.57	035 - Electroneurodiagnostic Technologist	12035
U	ı	12030
18.58	025 - Dental Hygienist	12025
13.91	020 - Dental Assistant	12020
18.49	015 - Certified Physical Therapist Assistant	12015
18.49	- Certified Occupational Therap	12012
13.57	011 - Breath Alcohol Technician	12011
w	- Ambulance Drive	12010
	0 - Health Occupations	12000
8.24	- Window Cleaner	11360
10.00	- Trail Ma	11330
12.08		11270
8.72	- Pruner	11260
7.29	- Maid or Houseman	11240
10.00	1	11210
8.06	- Janitor	11150
8.62	1	11122
12.11	- Gardener	11090
8.06	- Elevator	11060
8.16	30	11030
	0 - General Services And Support Occupations	11000
5	- Upholster	09130
9	- Furniture Repairer, 1	09110
14.41	090 - Furniture Refinisher Helper	09090
17.56	080 - Furniture Refinisher	09080
13.94	- Furniture Hand	09040
17.56	010 - Electrostatic Spray Painter	09010
	0 - Furniture Maintenance And Repair Occupations	09000
6.82	- Waite	07260
13.32	- Meat Cutter	07210
8.09	1	07130
7.57	- Dishw	07070
10.27	- Cook	07042
9.14	041 - Cook I	07041
10.84	- Baker	07010
	- Food Preparation And Service Occupations	07000 -
17.50	100 - Transmission Repair Specialist	05400
12.75	- Tire Repairer	05370
15.94	ı	05340
	- Painter, Automot	05310
15.94	1	05280
15.22	- Motor Vehicle	05250
12.52	- Motor	05220
15.98	190 - Motor Vehicle Mechanic	05190
15.94	- Motor Equipment	05160
17.50	130 - Motor Equipment Metal Mechanic	05130
14.45	- Mobile Equi	05110
15.94	- Automotive Worker	05070
15.94	- Automotive G	05040
	- Automotive Electrician	05010
17.50	05 - Automobil	05005
	) - Automotive Service Occupations	05000 -

12190 - Medical Record Technician		13.60
12195 - Medical Transcriptionist		12.40
12210 - Nuclear Medicine Technologist		29.83
12221 - Nursing Assistant I		8.77
12222 - Nursing Assistant II		9.87
12223 - Nursing Assistant III		10.76
12224 - Nursing Assistant IV		12.08
12235 - Optical Dispenser		13.68
12236 - Optical Technician		10.14
12250 - Pharmacy Technician		12.24
12280 - Phlebotomist		12.08
12305 - Radiologic Technologist	39.1	20.57
12311 - Registered Nurse I		19.83
12312 - Registered Nurse II		24.27
12313 - Registered Nurse II, Specialist		24.27
12314 - Registered Nurse III		29.36
12315 - Registered Nurse III, Anesthetist		29.36 35.18
12316 - Registered Nurse IV		16.82
12317 - Scheduler (Drug and Alcohol Testing)		10.02
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		17.77
13012 - Exhibits Specialist II		21.76
13013 - Exhibits Specialist III		26.45
13041 - Illustrator I		17.77
13042 - Illustrator II		21.76
13043 - Illustrator III		26.45
13047 - Librarian		22.08
13050 - Library Aide/Clerk		12.82
13054 - Library Information Technology Systems Administrator		21.15
13058 - Library Technician		14.67
13061 - Media Specialist I		14.37
13062 - Media Specialist II		16.07
13063 - Media Specialist III		17.92
13071 - Photographer I		13.58
13072 - Photographer II		15.68
13073 - Photographer III		18.78
13074 - Photographer IV		22.96
13075 - Photographer V		27.87
13110 - Video Teleconference Technician		14.39
A		
14000 - Information Technology Occupations		13.39
14041 - Computer Operator I		17.39
14042 - Computer Operator II		18.63
14043 - Computer Operator III 14044 - Computer Operator IV		23.78
14044 - Computer Operator V		26.73
		20.66
14071 - Computer Programmer I (1) 14072 - Computer Programmer II (1)		24.76
14072 - Computer Programmer III (1)		27.62
14073 - Computer Programmer IV (1)		27.62
14101 - Computer Systems Analyst I (1)		27.62
14102 - Computer Systems Analyst II (1)		27.62
14102 - Computer Systems Analyst III (1)		27.62
14100 - Peripheral Equipment Operator		13.39
14160 - Personal Computer Support Technician		23.78
15000 - Instructional Occupations		05 55
15010 - Aircrew Training Devices Instructor (Non-Rated)		26.68
15020 - Aircrew Training Devices Instructor (Rated)		32.29
15030 - Air Crew Training Devices Instructor (Pilot)		33.42
15050 - Computer Based Training Specialist / Instructor		30.38
15060 - Educational Technologist		24.89

	- Flight Instructor (Pilot)	33.42
	- Graphic Artist	19.60
	- Technical Instructor	16.29
	- Technical Instructor/Course Developer	20.67
	- Test Proctor	17.16
15120	- Tutor	17.16
16000 -	Laundry, Dry-Cleaning, Pressing And Related Occupations	
	- Assembler	7.37
	- Counter Attendant	7.37
16040	- Dry Cleaner	9.26
	- Finisher, Flatwork, Machine	7.37
	- Presser, Hand	7.37
	- Presser, Machine, Drycleaning	7.37
	- Presser, Machine, Shirts	7.37
16160	- Presser, Machine, Wearing Apparel, Laundry	7.51
16190	- Sewing Machine Operator	9.78
	- Tailor	10.23
16250	- Washer, Machine	7.99
19000 -	Machine Tool Operation And Repair Occupations	
	- Machine-Tool Operator (Tool Room)	20.38
	- Tool And Die Maker	24.86
	Managed at Managed and Darking Communications	
	Materials Handling And Packing Occupations	14.82
	- Forklift Operator - Material Coordinator	18.39
	- Material Coordinator - Material Expediter	18.39
	- Material Handling Laborer	10.29
	- Order Filler	10.87
	- Production Line Worker (Food Processing)	14.00
	- Shipping Packer	12.98
	- Shipping Packet - Shipping/Receiving Clerk	12.98
	- Store Worker I	10.50
	- Stock Clerk	14.24
	- Tools And Parts Attendant	14.82
	- Warehouse Specialist	14.82
22222	Mechanics And Maintenance And Repair Occupations	
23000 -	- Aerospace Structural Welder	17.04
	- Aerospace Structural Welder - Aircraft Mechanic I	22.24
	- Aircraft Mechanic II	17.04
	- Aircraft Mechanic III	17.71
	- Aircraft Mechanic Helper	17.44
	- Aircraft, Painter	19.32
	- Aircraft Servicer	19.34
500 (500 (500 (500 (500 (500 (500 (500	- Aircraft Worker	20.27
	- Appliance Mechanic	18.04
	- Bicycle Repairer	14.66
	- Cable Splicer	19.76
	- Carpenter, Maintenance	17.56
23140	- Carpet Layer	17.29
23160	- Electrician, Maintenance	23.21
23181	- Electronics Technician Maintenance I	16.30
	- Electronics Technician Maintenance II	25.55
	- Electronics Technician Maintenance III	26.62
	- Fabric Worker	16.54
	- Fire Alarm System Mechanic	18.79
	- Fire Extinguisher Repairer	15.72
	- Fuel Distribution System Mechanic	18.79
	- Fuel Distribution System Operator	16.80
	- General Maintenance Worker	16.43
23380	- Ground Support Equipment Mechanic	22.24

	23382 23391 23392	- - -	Ground Support Equipment Servicer Ground Support Equipment Worker Gunsmith I Gunsmith II Gunsmith III			19.34 20.27 13.46 14.84 16.27
	23411 23430 23440		Heating, Ventilation & Air-Conditioning Mechanic Heating, Ventilation & Air Conditioning Mechanic ( Heavy Equipment Mechanic Heavy Equipment Operator	(R&D	Facility)	18.38 17.87
	23465	_	Instrument Mechanic Laboratory/Shelter Mechanic Laborer			20.67 15.56 10.33
	23530	_	Locksmith Machinery Maintenance Mechanic Machinist, Maintenance			18.04 23.32 16.92
	23580 23591	-	Maintenance Trades Helper Metrology Technician I Metrology Technician II			14.41 20.67 21.55
	23593 23640	1	Metrology Technician III Millwright			22.41 18.79 18.09
	23760 23790	-	Office Appliance Repairer Painter, Maintenance Pipefitter, Maintenance			17.56 18.90
	23820 23850	-	Plumber, Maintenance Pneudraulic Systems Mechanic Rigger			18.06 18.79 18.79
	23890 23910	-	Scale Mechanic Sheet-Metal Worker, Maintenance Small Engine Mechanic Telecommunications Mechanic I			17.29 18.38 16.75 18.38
	23932 23950	-	Telecommunications Mechanic II Telephone Lineman Welder, Combination, Maintenance			20.21 18.38 18.38
	23965 23970	-	Well Driller Woodcraft Worker Woodworker			18.79 18.79 16.43
•			ersonal Needs Occupations			10.45
_	24570 24580 24610 24620		Child Care Attendant Child Care Center Clerk Chore Aide Family Readiness And Support Services Coordinator Homemaker			7.78 9.71 7.65 11.71 12.32
•						
4	5000 -	P	lant And System Operations Occupations			
2	25010 25040 25070 25190		Boiler Tender Sewage Plant Operator Stationary Engineer Ventilation Equipment Tender Water Treatment Plant Operator			18.86 17.87 18.86 14.85 17.56
	25010 25040 25070 25190 25210	- - - P	Boiler Tender Sewage Plant Operator Stationary Engineer Ventilation Equipment Tender Water Treatment Plant Operator rotective Service Occupations			17.87 18.86 14.85
	25010 25040 25070 25190 25210 7000 - 27004 27007 27008 27010 27030	P	Boiler Tender Sewage Plant Operator Stationary Engineer Ventilation Equipment Tender Water Treatment Plant Operator  rotective Service Occupations Alarm Monitor Baggage Inspector Corrections Officer Court Security Officer Detection Dog Handler			17.87 18.86 14.85
	25010 25040 25070 25190 25210 7000 - 27004 27007 27008 27010 27030 27040 27070 27101 27102 27131	P	Boiler Tender Sewage Plant Operator Stationary Engineer Ventilation Equipment Tender Water Treatment Plant Operator  rotective Service Occupations Alarm Monitor Baggage Inspector Corrections Officer Court Security Officer			17.87 18.86 14.85 17.56 11.88 9.95 14.36 15.75 12.55

28000 -	Recreation Occupations	
	- Carnival Equipment Operator	8.93
28042	- Carnival Equipment Repairer	9.38
28043	- Carnival Equpment Worker	7.40
28210	- Gate Attendant/Gate Tender	12.23
28310	- Lifeguard	10.90
28350	- Park Attendant (Aide)	13.68
28510	- Recreation Aide/Health Facility Attendant	9.99
	- Recreation Specialist	12.25
	- Sports Official	10.90
	- Swimming Pool Operator	14.23
29000 -	Stevedoring/Longshoremen Occupational Services	
	- Blocker And Bracer	17.70
29020	- Hatch Tender	17.70
29030	- Line Handler	17.70
	- Stevedore I	16.90
29042	- Stevedore II	18.56
30000 -	Technical Occupations	
	- Air Traffic Control Specialist, Center (HFO) (2)	33.27
	- Air Traffic Control Specialist, Station (HFO) (2)	22.94
	- Air Traffic Control Specialist, Terminal (HFO) (2)	25.27
	- Archeological Technician I	15.69
	- Archeological Technician II	17.56
	- Archeological Technician III	21.76
	- Cartographic Technician	23.09
	- Civil Engineering Technician	20.75
	- Drafter/CAD Operator I	15.69
	- Drafter/CAD Operator II	17.77
	- Drafter/CAD Operator III	18.64
	- Drafter/CAD Operator IV	22.94
	- Engineering Technician I	12.79
		15.89
	- Engineering Technician II	19.09
	- Engineering Technician III	26.34
	- Engineering Technician IV	30.74
	- Engineering Technician V	
	- Engineering Technician VI	37.17
	- Environmental Technician	20.17
	- Laboratory Technician	18.37
	- Mathematical Technician	23.77
	- Paralegal/Legal Assistant I	14.87
	- Paralegal/Legal Assistant II	18.43
	- Paralegal/Legal Assistant III	22.54
	- Paralegal/Legal Assistant IV	27.28
	- Photo-Optics Technician	22.75
	- Technical Writer I	18.73
	- Technical Writer II	22.91
	- Technical Writer III	25.38
	- Unexploded Ordnance (UXO) Technician I	20.73
	- Unexploded Ordnance (UXO) Technician II	25.09
	- Unexploded Ordnance (UXO) Technician III	30.07
	- Unexploded (UXO) Safety Escort	20.73
	- Unexploded (UXO) Sweep Personnel	20.73
30620	- Weather Observer, Combined Upper Air Or Surface Programs (3)	18.39
30621	- Weather Observer, Senior (3)	18.79
	Transportation/Mobile Equipment Operation Occupations	S
31020	- Bus Aide	9.74
	- Bus Driver	12.67
31043	- Driver Courier	12.36
31260	- Parking and Lot Attendant	8.86

31290	- Shuttle Bus Driver	13.11
31310	- Taxi Driver	9.91
31361	- Truckdriver, Light	13.11
31362	- Truckdriver, Medium	16.16
31363	- Truckdriver, Heavy	16.83
31364	- Truckdriver, Tractor-Trailer	16.83
99000 -	Miscellaneous Occupations	
	- Cashier	8.82
	- Desk Clerk	6.90
	- Embalmer	20.73
	- Laboratory Animal Caretaker I	8.23
	- Laboratory Animal Caretaker II	13.46
	- Mortician	20.73
7	- Pest Controller	12.10
**************************************	- Photofinishing Worker	10.58
	- Recycling Laborer	12.99
	- Recycling Specialist	13.44
	- Refuse Collector	11.23
	- Sales Clerk	10.45
	- School Crossing Guard	10.42
	- Survey Party Chief	14.67
	- Surveying Aide	9.04
	- Surveying Technician	12.37
	- Vending Machine Attendant	12.42
	- Vending Machine Repairer	14.23
	- Vending Machine Repairer Helper	12.42

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.01 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

(40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

### \*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, J-18-7

(or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition.

NOTE: These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

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

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <a href="http://www.dol.gov/esa/whd/">http://www.dol.gov/esa/whd/</a> or through the Wage Determinations On-Line (WDOL) Web site at <a href="http://wdol.gov/">http://wdol.gov/</a>.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

[END OF ATTACHMENT J-18]

### **ATTACHMENT J-19**

### APPLICABLE REGULATIONS, PROCEDURES, AND DOCUMENTS

The documents listed herein contain specifications to which the contractor's work must conform. The contractor shall comply with all the requirements of these documents and all revisions thereto. Current versions shall be utilized, unless authorization to use obsolete versions has been properly documented. This listing is not intended to relieve the Contractor of its responsibility for identification of applicable regulations and procedures and compliance therewith when performing work onsite at MSFC.

The contractor shall utilize all NASA and MSFC Directives and Standards as applicable, as well as Office of Strategic Analysis & Communication Organizational Issuances (Ol's). Applicable regulations, procedures, and documents have been provided electronically with this RFP. Current versions shall be utilized, unless authorization to use obsolete versions have been properly documented.

NASA and MSFC Directives can be found at the following URL: https://repository.msfc.nasa.gov/directives

NASA and MSFC Standards can be found at the following URL:

http://standards.nasa.gov

Miscellaneous Documents

29 CFR 1910 Department of Labor; Occupational Safety and Health

Administration Standards for General Industry.

40 CFR Environmental Protection

42 USC 2451 The National Aeronautics and Space Act of 1958 as amended

NFPA Standards National Fire Codes

OMB CIRCULARS

Circular A-130 Management of Federal Information Resources

CUMENTATION	
apter 1	Federal Acquisition Regulations
apter 18	(NASA/FAR Supplement)
-8719.11	Safety Standard for Fire Protection
NPD	NASA Strategic Plan
NPD	Release and Management of Audiovisual Products and Services
NPD	NASA assistance to Non-Government, Entertainment-Oriented
	Motion Picture, television, Video and Multimedia
NPR	Public Appearances of NASA Astronauts and Other Personnel w/
	Change 1 (Revalidated 1/07/05)
NPD	Public Appearances of NASA Astronauts and Other NASA
	Personnel w/ Change 1 (Revalidated 11/24/04)
NPD	NASA Exhibits Program (Revalidated 11/15/04)
NPR	NASA Exhibits Program w/ Change 1 (Revalidated 1/08/04)
NPD	Use, Control, and Loan of Lunar Samples for Public and
	Educational Purchases (Revalidated 2/28/05)
NPR	NASA Records Retention Schedules
NPD	NASA Printing, Duplicating, and Copying Management
NPR	NASA Security Program Procedural Requirements
	(Note: NPR 1600.1 replaced NPR 1620.1.)
NPR	Physical Security Requirements for NASA Facilities and Property
	apter 1 apter 18 -8719.11 NPD NPD NPD NPD NPR NPD

1840.1	1840 1	1800.1	1800.1	1700.3	1551.1	1520.1	1500.1	1490.1	1450.2	1410.1	1380.3	1380.2	1380.2	1380.1	1380.1	1371.1	1280.5	1280.6	1280.4	1280.4	1280.2	1280.7	1280.4	1130.1	1100.	1040.3	1040.3	MSFC DOC	9501.2	8715.3	8705.6	8700.1	8621.1	7120.5	5100.4	4300.4	4200.1	4100.1	2810.1 NASA DOCI
MPD	MPR 7	M C	MPR	MWI	MPR	MWI	MWI	MPR	MW	אַ כּ ק ע	W	MPD	MPR		MPR	MPR	MWI	MPR	MPR	MW	MW.	W.	N S	M S	N N	37	MPD	DOCUMENTATION (MWIS,	NPR	NPR	NPR	NPD	NPR	NPR	NPR	NPD	NPR	NPR	2810.1 NPR
MSFC Environmental Health Program		MSEC Occupational Medicine	Bloodborne Pathogens	NASA Safety Reporting System Corrective Action Process	Mail Management & Distribution	Graphic and Publication Production Services	Special Events Coordination	Printing, Reproduction, and Self-Service Copying Services	Handling of Congressional Inquires	MSEC Records Management Program	Center Mementos	Coordination of Activities for Visitors to MSFC	Center Public Exhibits and Requirements Process	Pelease of Information to News and Information Media	Acceptance of Gifts to MSFC	Procedural Requirements for Processing Foreign Visitor requests	MSFC ALERT Processing	Internal Quality Audits			MSFC Corrective/Preventative Action Notification System	MSFC Customer Feedback System	Marshall Management Manual	MSEC Applied Benort Process	MSEC Implementation Planning Process				NASA Contractor Financial Management Reporting	NASA General Safety Program Requirements	Safety and Mission Assurance Audits, Reviews and Assessments	Investigating, and Recordkeeping  NASA Policy for Safety and Mission Success	Requirement  NASA Procedural Requirements for Mishap and Close Reporting,	Supplement) Part 18-45 and latest revisions thereto NASA Program and Project Management Processes and	Federal Acquisition Regulation Supplement, (NASA/FAR	Use of Space Shuttle and Aerospace Vehicle Materials as	NASA Equipment Management Manual	NASA Materials Inventory Management Manual	Security of Information Technology

1840.2	MPD	MSFC Hearing Conservation Program
1840.2	MPR	MSFC Hazard Communication Program
MSFC DOC	UMENTATIO	DN (MWIs, MPDs, and MPDs) Cont'd.
1840.3	MPR	MSFC Hazardous Chemicals in Laboratories Protection Program
1860.1	MPR	Radiation Safety Procedural Requirements
1860.1	MPD	Laser Safety
1860.2	MPD	Radiation Safety Program
2190.1	MPD	MSFC Export Control Program
2210.1	MPD	Documentation Input and Output of the MSFC Documentation
		Repository
2500.1	MPR	Marshall Telecommunications and Audio Visual Services
2810.1	MPD	Security of Information Technology
3410.1	MPR	Training
3410.1	MWI	Personnel Certification Program
3940.1	MPR	Welfare and Charity Campaigns and Privately-Sponsored On-the-
		Job Solicitations
4000.2	MPR	Property Management
4200.1	MWI	Equipment Control
4520.1	MWI	Receiving
6700.1	MPR	Vehicle and Motor Pool Operations
8500.1	MPR	MSFC Environmental Management Program
8550.5	MWI	Chemical Management
8621.1	MWI	Close Call and Mishap Reporting and Investigation Program
8715.1	MPR	Marshall Safety, Health and Environmental (SHE) Program
8715.3	MWI	Hazard Identification and Warning System
8715.9	MWI	Occupational Safety Requirements for MSFC Contractors
8715.11	MWI	Fire Protection
8715.15	MWI	Ground Operations Safety Assessment and Risk Mitigation Program
Organizatio	nal laguares	s (The following OI's are provided for information purposes only )

### Organizational Issuances (The following OI's are provided for information purposes only.)

CS20-OWI-001	Developing Information Products
CS20-OWI-002	Procedure for Responding to Media Queries
CS20-OWI-003	Press Conference/Press Briefings
CS20-OWI-004	Media Contingency Planning
CS20-OWI-005	Management Reports
CS20-OWI-006	Customer Feedback Process
CS20-OWI-007	Media Visits
CS20-OWI-008	Operation of MSFC Newsroom and Remote News Center
CS20-OWI-009	Space Shuttle Launch Support
CS20-OWI-010	Exhibits Operations and Maintenance
CS20-OWI-011	Handling Public Inquires Requests
CS20-OWI-012	Historical Function
CS20-OWI-014	Employee Communications
CS30-OWI-008	Handling Official Public Speaking Engagements by Marshall Space
	Flight Center Personnel
MSFC-SSCP-5-77	Space Shuttle Contingency Plan Office of Strategic
	Communications

### [END OF ATTACHMENT J-19]

### **ATTACHMENT J-20**

### **ACRONYM LIST**

ACO
Administrative Contracting Officer
ADA
Americans with Disabilities Act
ADP
Automated Data Processing
ACCEPTABLE Quality Level
ASI
ANALY ANALYTICAL Services, Inc.
ASRI
AI Signal Research, Inc.

BICE Bureau of Immigration & Customs Enforcement

**C&DM** Configuration and Data Management

CaER Customer and Employee Relations Directorate

CAS Cost Accounting Standards
CCI Consolidated Contract Incentive
CCR Central Contractor Registration
CCS Center Chief of Security

CITSPP Contract Information Technology Security Program

CLIN Contract Line Item Number

CO Contracting Officer
COM Cost of Money

COR Contracting Officer Representative

COTR Contracting Officer Technical Representative

COTS Commercial-Off-The-Shelf
CPIF Cost Plus Incentive Fee
CPR Core Process Requirement
CSO Corporation Security Officer
CST Central Standard Time

CY Contract Year

DCAA Defense Contract Audit Agency

DCMA Defense Contract Management Agency

DoD Department of Defense DoL Department of Labor

DOT Department of Transportation
DPD Data Procurement Document
DRD Data Requirements Description
DRFP Draft Request for Proposal
DPLH Direct Product Labor Hours

DUNS Data Universal Numbering System Export Administration Regulations

EOD Enter of Date

FAR Frequently Asked Questions FAR Federal Requisition Regulation

FC Fingerprint Card FFP Firm-Fixed Price

FICA Federal Insurance Contribution Act

FIPS Federal Information Processing Standards Publication

FLSA Fair Labor Standards Act

FOB Free On Board

FRFP Final Request for Proposal FSO Facility Security Officer FTE Full Time Equivalent

FUI Federal Unemployment Insurance

G&A General and Administrative
GAO General Accounting Office
GBL Government Bill of Lading
GM General Motors Corporation

**HQ** Headquarters

**HSPD** Homeland Security Presidential Directive

HTML Hyper Text Markup Language

IAGP Installation-Accountable Government Property

IDIQ Indefinite Delivery/Indefinite Quantity

IDMS Identity Management System

IF Incentive Fee

IT Information Technology

ITAR International Traffic in Arms Regulations

JD/Q Job Description/Qualification

KP Key Personnel LTC Lost Time Cases

MMM Marshall Management Manual MPD Marshall Policy Directives

MPG Marshall Procedures & Guidelines
MPR Marshall Procedural Requirements

MSE&T Materials, Supplies, Equipment & Training

MSFC Marshall Space Flight Center

MTA Management and Technical Approach

MWI Marshall Work Instructions
NAC National Agency Check

NACI National Agency Check Inquires

NAIC North American Industrial Classification System

NAIS NASA Acquisition Internet Services

NASA National Aeronautics & Space Administration

NCIC National Crime Information Center

NFNMS NASA Foreign National Management System

NFPA National Fire Protection Association

NPD NASA Policy Directives NFS NASA FAR Supplement

NLRB National Labor Relations Board

NPD NASA Policy Directives

NPG NASA Procedures & Guidelines NPR NASA Procedure Requirements NSSC NASA Shared Services Center

NTE Not-to-Exceed

OASDI Old Age Survivors Disability Insurance OCI Organizational Conflicts of Interest

ODC Other Direct Costs

ODIN Outsourcing Desktop Initiative
Organizational Issuances

OMB Office of Management and Budget OPM Office of Personnel Management

ORCA Online Representations and Certifications Application
OSAC Office of Strategic Analysis and Communications
Occupational Safety and Health Administration

OWI Organizational work Instruction PACS Physical Access Control System NASA Personal Identity Verification Card Issuance PCI PDF Portable Document Format Procurement Discrepancy Tracking System PDTS PIN Personal Identification Number PIV Personal Identity Verification PM Program Manager POC Point of Contact Plans Postretirement Benefits PRB PRS Performance Requirements Summary **PSA** Property Support Assistant Personal Satellite Assistance **PSA** PTS **Points** Performance of Work Statement **PWS** RFP Request for Proposal Safety & Mission Assurance Office S&MA Science and Mission Systems S&MS SAT Simplified Acquisition Threshold Small Business Administration SBA Service Contract Act SCA SEB Source Evaluation Board Source Evaluation Committee SEC SF Standard Form Supply and Equipment Management Officer SEMO Safety, Health and Environmental SHE SIC Standard Industrial Classification SME Subject Matter Expert Source Selection Authority SSA Social Security Number SSN Staffing and Total Compensation STC State Unemployment Insurance SUI STD Standard TBD To be Determined TM Task Monitor TO Task Order TOP Task Order Plan TOR Task Order Request TV Television Universal Research Language URL Unique Project Number UPN **United States** U.S. USSRC US Space and Rocket Center VIP Very Important Person Work Breakdown Structure WBS Work Order wo

WYE

XML

Work Year Equivalent

Extensible Machine Language

(END OF ATTACHMENT J-20)