

SOLICITATION, OFFER AND AWARD			RATING D0-C9		PAGE 1 OF 119
2. CONTRACT NO. NNM08AA28C	3. SOLICITATION NO. NNM07213213R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED September 14, 2007	6. REQUISITION/PURCHASE NO. 4200213213	
7. ISSUED BY National Aeronautics & Space Administration George C. Marshall Space Flight Center Procurement Office Marshall Space Flight Center, AL 35812		CODE MGH	8. ADDRESS OFFER TO (If other than Item 7) NASA/George C. Marshall Space Flight Center Attn: PS33/Edgar F. Sanchez Marshall Space Flight Center, AL 35812 Deliver to: Building 4203, Room B300 (256) 961-2098 or (256) 544-0175		

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

SOLICITATION

9. Sealed offers for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **Building 4203 Basement, Elevator Lobby Area** until **12:00 p.m.** local time, on **(See Provision L. 12 DUE DATE FOR RECEIPT OF PROPOSALS)**.
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	➤	A. NAME Edgar F. Sanchez	B. TELEPHONE NO. (NO COLLECT CALLS)			C. EMAIL ADDRESS Edgar.F.Sanchez@nasa.gov
		AREA CODE (256)	NUMBER 961-2098	EXT. N/A		

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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, clause No. 52-232-8)	➤	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
		0 %	0 %	0 %	0 %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION). For offerors and related documents numbered and dated:		AMENDMENT NO	DATE	AMENDMENT NO	DATE
		01	9/28/07	 	
		02	10/02/07	 	

15. NAME AND ADDRESS OF OFFEROR	CODE 3D8B2	FACILITY 127078	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Earl E. Washington President
Deltha-Critique Joint Venture 3520 General DeGaulle Drive New Orleans, LA 70114			
15B. TELEPHONE NO. (Include area code) 504-367-6766	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE		17. SIGNATURE /s/ Original Signed By
			18. OFFER DATE 10/22/07

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN: (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) David A. Iosco		27. UNITED STATES OF AMERICA /s/Original Signed By (Signature of Contracting Officer)	28. AWARD DATE 04/23/08

IMPORTANT – Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST

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 perform all the service requirements in the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1; entitled “Center-wide Administrative Support (CAS)” services.

(b) This is a performance-based, Firm-Fixed-Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) type contract. Work will be authorized in accordance with Clause H.4 (Task Ordering Procedure) and Attachment J-14 (IDIQ Task Order Process Flow Chart) via issuance of Task Order(s) by the Contracting Officer (CO) which will be incorporated into Attachment J-5; entitled “Task Order Summary,” by periodic contract modification.

(c) In the event that the Government does not order the minimum quantity specified below for the base and each option period exercised, the Government’s obligation is limited to payment of the minimum.

	Minimum Quantity	Maximum Quantity	Total Potential Contract Value
Contract Periods	Est. Price	Est. Price	
Base Year (Yr 1)	(b)(4)		\$4,632,502
Option 1 (Yr 2)			\$5,097,573
Option 2 (Yr 3)			\$5,721,649
Option 3 (Yr 4)			\$6,406,818
Option 4 (Yr 5)			\$7,124,207

(d) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(e) The award of this IDIQ contract does not inhibit the Government’s right to later award separate contracts for similar or related services.

(f) The Government has estimated Travel and Training cost for the base period and each option period as reflected below. Profit will not be paid for Travel and Training expenses, only the accepted G&A will be applied to these cost. Travel and Training cost shall be invoiced on a separate line item in all vouchers based on actual cost incurred and the applicable G&A rate.

	Travel/Training Costs
Contract Periods	
Base Year (Yr 1)	\$8,000/\$2,000
Option 1 (Yr 2)	\$8,000/\$2,000
Option 2 (Yr 3)	\$8,000/\$2,000
Option 3 (Yr 4)	\$8,000/\$2,000
Option 4 (Yr 5)	\$8,000/\$2,000

(g) The Contractor shall obtain approval from the Contracting Officer Technical Representative (COTR) and CO prior to the incurrence of Travel and Training expenses. At the end of the Task Order period the CO shall modify the total contract value to deduct any non-expended Travel and Training dollars.

(End of Clause)

B.2 CONTRACT RATE STRUCTURE

Task Orders are anticipated to be placed annually against this contract in accordance with Clause H.4, utilizing the rates in Attachment J-4, entitled “Contractor Fully Burdened Labor Rate Inclusive of Profit.”

(End of Clause)

B.3 PRICE DEDUCTIONS FOR LESS THAN OPTIMUM PERFORMANCE

The performance requirements for Task Orders issued against the basic contract are summarized in Attachment J-2, entitled “Performance Requirements Summary.” The methodology for determining corresponding price deductions if the contractor does not meet the performance requirements and Acceptable Quality Level requirements is set forth below in “a. Quality Performance Deductions” and “b. Program Management Performance Deductions.”

The Government will hold a semi-annual evaluation meeting with the Contractor to discuss performance deductions, if any, and other problems or issues with the Contractor’s performance and the necessity or potential for improvement. Meetings will also be held with the Contractor on a more frequent basis to provide feedback on interim findings from the COTR quarterly survey results.

Based on the Government’s semi-annual performance evaluation, the Government may make price deductions computed in accordance with the methodology set below. The Government may unilaterally reduce the amount of payment of invoices submitted by the Contractor to implement the price deductions. In addition, the Government may unilaterally reduce the firm fixed-price for the respective Task Order to implement the price deductions. In either event, the Government

will provide prior written notice to the Contractor of the price deductions by providing a copy of the Government's evaluation reports, or by other means.

Price deductions for less than optimal performance will be administered in the areas of Quality and Program Management as identified below. All deduction percentages are based on total price for the respective Task Order. During semi-annual reviews the following factors will be assessed to determine the price deductions, if any.


(a) Quality Performance Deductions –

(1) The COTR will survey contractor customers quarterly to ascertain their evaluations of the quality of contractor performance for that period of time. These surveys will be targeted to the George C. Marshall Space Flight Center (MSFC) customers receiving support under this contract. In addition, the COTR will administer this survey on a more frequent basis to determine the performance of new hires during their probationary period for feedback purposes (these scores will not be included in the computed average for that periods quality performance deduction calculation). The survey instrument is included as Attachment J-13.

(2) The COTR will calculate a numerical rating using the two quarterly customer survey scores. The average of the two quarterly survey scores will constitute the semi-annual performance score, and provide the basis for performance deductions for that rating period. The quarterly scores will be calculated by averaging the individual survey results returned for that quarterly period. The COTR will also make a qualitative assessment of the contractor's performance based on the severity and impact of any contractor performance problem(s) or deficiencies during the period, or where the benefits of contractor performance exceed the customer survey results. Based on this qualitative assessment, the COTR may recommend to the Contracting Officer an adjustment in the adjective rating. Such adjustments will not be more than one adjective, up or down, and will only apply to semi-annual evaluation periods.

(3) Based on the COTR's recommended adjective rating, the Contracting Officer will notify the contractor, provide supporting rationale for the rating, and allow the contractor a rebuttal. Upon receipt of the rebuttal, if any, the Contracting Officer will make a decision concerning the extent, if any, of price deductions for that rating period. A rating period is regarded as semi-annual performance under a Task Order. It will include the two quarterly COTR surveys performed during that evaluation period to generate a score as referenced in paragraph (2) above. Task Orders are anticipated to be 1 year in length when authorized under this Contract.

(4) The Government is interested in acquiring performance at the Excellent Performance Level. Performance below this level is not considered advantageous to the Government. Price deductions will be based upon the following scale, applied to the total price for the respective Task Order:

<u>Adjective Rating</u> (Numerical Rating)	<u>Deductions</u>
Excellent (4.7 to 5.0)	(b)(4) 
Very Good (4.0 to <4.7)	
Good (3.0 to <4.0)	
Poor (2.0 to <3.0)	
Unsatisfactory (<2.0)	

(b) Program Management Performance Deductions – Deductions for less than optimal performance for the efficiency of the Contractor’s program management performance are detailed in Attachment J-2, entitled “Performance Requirements Summary.”

(c) Notwithstanding the foregoing, the Government’s right under this clause to reduce price for less than optimal performance is in addition to the rights of the Government prescribed in FAR 52.246-4. “Inspection of Services – Fixed Price” and FAR 52.249-8, “Default (Fixed-Price Supply and Service).”

(End of Clause)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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

The Description/Specifications/Statement of Work is Attachment J-1, entitled “Center-wide Administrative Support (CAS) Services Performance Work Statement (PWS).”

(End of Clause)

C.2 EXCLUDED FUNCTIONS AND RESPONSIBILITIES

Functions and responsibilities directly involved or associated with the management of any MSFC organizations 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.

(a) The following activities are representative of the excluded functions and responsibilities that cannot be provided by the Contractor for the Government:

- (1) Policymaking or management of MSFC operations;
- (2) Program or project management;
- (3) Technical management of Government contracts;
- (4) Direction or supervision of other Government Contractors or Government agencies, or otherwise acting as an agent to obligate or commit MSFC in any capacity;
- (5) Supervision of Government employees.

(b) As a result of the close working proximity between Contractor Personnel and NASA Civil Servants the Contractor shall adhere to the following ground rules in performance of the effort as delineated in Attachment J-1.

1. The Contractor shall ensure its employees are managed by its own Contractor management, and that the Contractor management has the autonomy to deal effectively with their employees and implement corporate policies.
2. The Contractor shall ensure that office space occupied by their personnel is clearly labeled with the name of the company.
3. The Contractor shall ensure, to the extent practicable, correspondence signed by Contractor employees is on company letterhead. Internal correspondence, including e-mail and memoranda, must include the name of the company in the signature line or in another clearly identifiable location.

4. The Contractor shall ensure their on-site personnel, when receiving or placing telephone calls, identify their employer, in addition to whatever appropriate greeting is used.
5. The Contractor, when participating in meetings with Government and/or other Contractor employees, shall ensure that their personnel identify themselves as Contractor employees so that their actions will not be construed as acts of Governments officials.
6. The Contractor's management staff shall perform individual job performance evaluations on all Contractor personnel in support of this effort.

(End of Clause)

[END OF SECTION]

SECTION D-PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulation (48 CFR Chapter 1)

Clause <u>Number</u>	<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>	<u>Date</u>
None Included by Reference.		

[END OF SECTION]

SECTION E -INSPECTION AND ACCEPTANCE**E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE****I. Federal Acquisition Regulations (48 CFR Chapter 1) Clauses**

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
None Included by Reference		

II. NASA FAR Supplement (48 CFR Chapter 18) Clauses

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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.

<u>Item</u>	<u>Quality Assurance Function</u>	<u>Location</u>
All	Final Inspection & Acceptance	MSFC, Huntsville, AL

(End of Clause)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulations (48 CFR Chapter 1) Clauses

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
None Included by Reference		

II. NASA FAR Supplement (48 CFR CHAPTER 18) Clauses

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
None Included by Reference		

(End of Clause)

F.2 PERIOD OF PERFORMANCE

The base period of performance of this contract shall be June 1, 2008, through May 31, 2009.
The phase-in purchase order period shall be May 14, 2008 through May 31, 2008.

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:

<u>Contract Periods</u>	<u>Period of Performance</u>
Option 1	June 1, 2009 through May 31, 2010
Option 2	June 1, 2010 through May 31, 2011
Option 3	June 1, 2011 through May 31, 2012
Option 4	June 1, 2012 through May 31, 2013

(End of Clause)

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

The Contractor shall perform the work under this contract on-site at the 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 PHASE-IN AND PHASE-OUT

(a) Contractor phase-in

(1) The services provided by this contract 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 other activities prior to assumption of responsibility for the effort described in the PWS.

(2) The Contractor shall have up to 18 calendar 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 June 1, 2008 the Contractor shall assume full responsibility for the effort described in 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 ensure readiness to assume full contract performance. As part of the phase-in activities, the Contractor shall provide the following: 1) Final Safety, Health and Environmental Plan (see DRD 1185SA-001); 2) Badged Employee and Remote IT user Listing (see DRD 1185MA-003); 3) Position Risk Designation for Non-NASA employees (see DRD 1185MA-005); 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 total Firm-Fixed-Price of the 18-day phase-in period is (b)(4)

(c) The Contractor shall invoice the Government 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.

(d) 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 contract 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, 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)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulation (48 CFR Chapter 1)

Clause <u>Number</u>	<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>	<u>Date</u>
None Included by Reference.		

G.2 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's 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 to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section 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;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 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 days that the instruction or direction is:

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the Changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the Changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of Clause)

G.3 CONSIDERATION AND PAYMENT

(a) The Contractor shall be paid biweekly for the work described in the contract as authorized by properly executed task orders. Annual task orders shall contain a payment schedule derived by dividing the total value of the task order by the number of bi-weekly periods in the specified period of performance. For example, a task order with a total value of \$260,000 and a period of performance of 1-year would provide for 26 equal payments of \$10,000 (\$260,000/26).

(b) Contractor invoices shall be submitted in triplicate. A separate invoice shall be submitted for each annual task order and shall contain the following information:

- (1) Contract Number/Task Order Number
- (2) Month/biweekly period/year covered
- (3) Payment amount specified in Task Order.

(c) Invoices furnished by the Contractor are to be submitted in triplicate to:

NSSC – FMD Accounts Payable
Building 1111, C. Road
Stennis Space Center, MS 39529

An information copy shall be furnished to the following:

George C. Marshall Space Flight Center
Attn: Edgar F. Sanchez/PS33
Marshall Space Flight Center, AL 35812

Note: An alternative means of submitting invoices, modifications and awards from the Centers, is to email or fax them to:

Email Address: NSSC-AccountsPayable@nasa.gov
FAX Number: 1-866-209-5415

(End of Clause)

G.4 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (NOV 2004)

(a) (1) 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:

(i) The Contractor shall retain responsibility for notifying cognizant property custodians of all changes in status associated with installation-provided property. All equipment users shall (1) report any missing or untagged (meeting the criteria for control) property to the cognizant property custodian; (2) notify the cognizant property custodian, supervisor, and the Installation Security Officer immediately if theft, damage, or loss of Government property is suspected; (3) ensure that installation-provided property is used only in pursuit of approved NASA programs and projects, or as otherwise authorized; (4) identify property not being actively used in pursuit of approved programs and projects; and (5) ensure that property is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. Under no circumstances will the Contractor dispose of installation property.

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

(b) (1) The official accountable 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 NFS 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 requires 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.

(c) 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.5 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES
(NFS 1852.245-77) (JUL 1997)**

(a) 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 order 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.

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, both local and long distance.

(b) General- and special-purpose equipment, including office furniture.

(1) Equipment, not listed in this clause, to be made available to the Contractor is listed in Attachment J-8, entitled "Installation-Provided Property and Services." 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
- (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) 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.
- (k) 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)

Modification 10

G.6 MSFC 52.204-90 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (AUG 2010)

(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 submitted electronically through NASA's Agencywide Personal Identity Verification (PIV) system. Requests for badging will be routed electronically to the appointed Contracting Officer Technical Representative (COTR) or the Alternate COTR for approval prior to processing by the MSFC Protective Services Office.

(b) Contractor employees must undergo a background investigation prior to being issued a full-time Contractor badge granting access to Redstone Arsenal. Contractor employees not previously cleared for a full-time Contractor badge (e.g., not previously included in the NASA/MSFC or DoD/Redstone database) must complete a Background Investigation Questionnaire and Release form as soon as practicable and before the employee requires Redstone access. When these forms are completed and submitted to MSFC Security, the Contractor employees may be granted an extended visitor's badge

granting restricted Redstone access for a period not to exceed 30 days. This 30-day period is normally more than adequate for the Government to conduct its Background Investigation if the applicant's submission is truthful, accurate and complete, and there are no preexisting issues noted in the investigation. If the Contractor employee does not successfully clear the Background Investigation process within 30 days, the extended visitor badge will be revoked. If the visitor badge is revoked, the contractor employee may not enter MSFC and, if the contractual work assignment requires the employee to be onsite and/or have access to Government IT systems, the employee shall discontinue charging their time to the contract immediately. Any Contractor concerns regarding the timeliness of investigation processing should be raised to the Contracting Officer. The Contracting Officer has sole discretion to extend the 30-day limit.

(c) Contractor employees requiring a badge and/or access to NASA IT systems for less than 179-days within a 365-day period must undergo a fingerprint check through National Crime Information Center/Interstate Identification Index (NCIC/III). Contractor requests for temporary badging of employees shall be submitted electronically through NASA's PIV system. Requests for temporary badging will be routed electronically to the appointed Contracting Officer Technical Representative (COTR) or the Alternate COTR for approval prior to processing by the MSFC Protective Services Office.

(d) The Contractor shall establish procedures to ensure that badged contractor employees who no longer require Center access properly clear all accounts and turn in their badge and decal(s) to the MSFC Protective Services Office in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," or MSFC Form 383-3, "Michoud Assembly Facility (MAF) Contractor Employee Clearance Form", when the access is no longer needed. An electronic PIV Employee Termination Request must also be submitted.

(e) Instruction on how to access the PIV system and request for copies of MSFC Forms 383-1 and 383-3 shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of Clause)

**G.7 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
(FAR 52.204-9) (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)

[END OF SECTION]

SECTION H-SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulations (48 CFR Chapter 1) Clauses

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 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77) (MARCH 1989)

(a) Of the total price of items TBD* through TBD*, the sum of \$ TBD* is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS			
Date	TBD*	Amount	TBD*

**Information will be updated/included upon issuance of the first Task Order and all follow-on Task Orders.*

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until TBD*.

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

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

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

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

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

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

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

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds

for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

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

(End of Clause)

H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

Pursuant to FAR 9.504, the Contracting Officer is responsible for identifying and evaluating potential Organizational Conflicts of Interest early in the acquisition process and either avoiding, neutralizing, or mitigating such conflicts before contract award. The Offeror's and/or teammates/subcontractor's attention is invited to this subpart and each shall comply with these restrictions.

The Contracting Officer has determined that during performance of this contract, the successful Offeror or Subcontractor(s) will be put in the position of performing administrative support activities that will include access to and use of sensitive information from other contractors. (For purposes of this clause, the term "Contractor" includes any division, separate company, or subsidiary that is wholly-owned by the parent corporation, and includes any of the prime Contractors teammates and/or Subcontractor(s).) The existence of these conflicting roles might bias the Contractor's judgment.

Within two working days of receipt of a Task Order Request causing such a conflict to arise, the Contractor shall notify the Contracting Officer and provide a report detailing:

- (a) The nature of the conflict;
- (b) Plan for avoiding, neutralizing or mitigating the conflict; and
- (c) The benefits and risks associated with acceptance of the plan.

The Contracting Officer will review the report and determine which of the following is in the best interest of the Government and will so advise the Contractor:

- (a) The Contractor shall perform consistent with the task order;
- (b) The Contractor shall not perform the task order;
- (c) The task order shall be cancelled or modified to remove the conflict, and/or work identified in the task order;
- (d) The task order may be performed by other Government personnel, and/or the work may be obtained by the Government from another source not possessing a similar conflict of interest.

The terms of this clause and application of this FAR Subpart to the contract are not subject to negotiation.

The Contractor shall include this clause in all subcontract(s).

(End of Clause)

H.4 TASK ORDERING PROCEDURE (NFS 1852.216-80)(OCT 1996)
(ALTERNATE I)

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

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

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

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

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

(c) Within 5 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

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

(1) Date of the order.

(2) Contract number and order number.

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

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

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

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

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

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

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 3 calendar days after receipt of the task order.

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

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

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

(Note: Attachment J-14 outlines the IDIQ Task Order Process)

(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)

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.

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.

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 RESERVED

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.

(b)(4)

(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 HAZARDOUS MATERIAL REPORTING (MSFC 52.223-91)(FEB 2001)

If during the performance of this contract, the Contractor brings any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to the Marshall Space Flight Center, a completed MSFC Form 4099 (MSFC Hazardous Material Input Sheet) shall be immediately forwarded to the address on the form. The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.

Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with other clauses regarding hazardous materials, which may be contained in the contract.

(End of Clause)

H.11 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 (NFMMS) 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.12 EMERGENCY EVACUATION PROCEDURES (NFS 1852.237-70) (DEC 1988)

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

(End of Clause)

H.13 MINIMUM INSURANCE COVERAGE (NFS 1852.228-75)(OCTOBER 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)

H.14 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 and Environmental (SHE) 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-7, 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 each Element. The result should be carried to the second decimal point.

MANAGEMENT COMMITMENT AND EMPLOYEE INVOLVEMENT IN 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 $\leq 50\%$ of the LTC for the applicable Standard Industrial Classification (SIC) rate.	<i>Formal award with public recognition.</i> <i>Appropriate past performance referrals provided.</i>
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Exception: Contractors with less than 100 employees located onsite at 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.	<i>Formal letter of commendation.</i> <i>Will impact contract evaluation and past performance referrals.</i>
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Exception: *Contractors with less than 100 employees located onsite at 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 <i>Database</i>	<i>Formal letter expressing concern.</i> <i>Corrective Action Plan requested</i> <i>Date placed in Past Performance</i>
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Failure to improve could result in contract options not being exercised.

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

If Contractor's Safety Performance evaluation does not fall within the above categories.	<i>No recognition</i>
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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-7. The Safety Performance Evaluation Summary is also located at Clause J-7.

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)

[END OF SECTION]

PART II – CONTRACT CLAUSES**SECTION I-CONTRACT CLAUSES****I.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

(End of Clause)

NOTICE: The following clauses are hereby incorporated by reference:

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

<u>Number</u>	<u>Clause Title</u>	<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	Sep 2006
52.203-7	Anti-Kickback Procedures	Jul 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Sep 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-7	Central Contract Registration	Jul 2006
52.204-9	Personal Identity Verification of Contractor Personnel	Nov 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

<u>Number</u>	<u>Clause Title</u>	<u>Date</u>
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) <i>Insert in paragraph (c): MS Word & Excel CD-R</i>	Oct 1997
52.217-8	Option to Extend Services <i>Insert in paragraph: <u>30 days</u></i>	Nov 1999
52.217-9	Option To Extend the Term of the Contract <i>Insert in paragraph (a): <u>30 days</u> and <u>60 days</u> Insert in paragraph (c):<u>60 months</u></i>	Mar 2000
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 <i>Insert in paragraph (a): <u>as approved by Contracting Officer</u></i>	Jul 1990
52.222-3	Convict Labor	Jun 2003
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Mar 2007
52.222-35	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	Sept 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	Dec 2004
52.222-41	Service Contract Act of 1965, As Amended	May 1989
52.222-43	Fair Labor Standards Act and Service Contract Act— Price Adjustment (Multiple Year and Option Contracts).	Nov 2006

<u>Number</u>	<u>Clause Title</u>	<u>Date</u>
52.223-5	Pollution Prevention and Right-to-Know Information (Alternate II) (Aug 2003)	Aug 2003
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	Aug 2000
52.223-13	Certification of Toxic Chemical Release Reporting	Aug 2003
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-13	Restrictions on Certain Foreign Purchases	Feb 2006
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.227-17	Rights In Data-Special Works	Oct 1987
52.228-5	Insurance—Work on a Government Installation	Jan 1997
52.229-3	Federal, State, and Local Taxes	Apr 2003
52.232-1	Payments	Apr 1984
52.232-9	Limitation On Withholding Of Payments	Apr 1984
52.232-11	Extras	Apr 1984
52.232-17	Interest	Jun 1996
52.232-23	Assignment Of Claims	Jan 1986
52.232-25	Prompt Payment	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
52.242-15	Stop-Work Order	Aug 1989
52.243-1	Changes—Fixed Price (Alternate 1)(Apr 1984)	Aug 1987
52.245-1	Government Property (Alternate 1) (Jun 2007)	Jun 2007
52.245-9	Use and Charges	Jun 2007
52.246-4	Inspection of Services—Fixed-Price	Aug 1996
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

<u>Number</u>	<u>Clause Title</u>	<u>Date</u>
52.249-2	Termination for Convenience of the Government (Fixed-Price)	May 2004
52.249-8	Default (Fixed-Price Supply and Service).	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991

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

<u>Number</u>	<u>Clause Title</u>	<u>Date</u>
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
1852.243-71	Shared Shavings	Mar 1997

(End of Clause)

I.2 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 June 1, 2008 through May 31, 2013, 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.3 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

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

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

(1) Any order for a single item in excess of \$7,233,742;

(2) Any order for a combination of items in excess of \$7,233,742; or

(3) A series of orders from the same ordering office within 30 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.4 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 January 31, 2014.

(End of Clause)

Modification 10

I.5 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76) (JAN 2011)

(a) The contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs,

projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: <http://www.nasa.gov/offices/ocio/itsecurity/index.html>. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan--This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.

(4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at <https://itsecurity.nasa.gov/policies/index.html>.

(d) The contractor shall afford Government 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 a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract in accordance with

retention documentation available in the ADL. The contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.

(f) The contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of Clause)

I.6 OMBUDSMAN (NFS 1852.215-84) (OCT 2003) (ALTERNATE I) (JUNE 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Ms. Robin N. Henderson, George C. Marshall Space Flight Center, DEO1, 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.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of Clause)

I.7 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

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

This Statement is for Information Only: It is not a Wage Determination

A. Classification, Grades, and Rates

<u>Classification</u>	<u>Grade</u>	<u>Hourly Rate</u>
Data Entry Operator II	GS-05	\$13.95
Personal Assistant II	GS-06	\$15.55
Personal Assistant III	GS-07	\$17.28
Secretary I	GS-06	\$15.55
Secretary II	GS-07	\$17.28
Secretary III	GS-08	\$19.13
Court Reporter	GS-05	\$13.95
Paralegal/Legal Assistant I	GS-05	\$13.95
Paralegal/Legal Assistant II	GS-07	\$17.28
Paralegal/Legal Assistant III	GS-09	\$21.13
Paralegal/Legal Assistant IV	GS-11	\$25.57

B. Fringe Benefits (applicable to all classifications)1. 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

- a. 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.
- c. 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.8 ACCESS TO SENSITIVE INFORMATION (NFS 1852.237-72)(JUNE 2005)

(a) As used in this clause, “sensitive information” refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and may embody trade secrets or commercial or financial information, and may be confidential 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 an express, binding written agreement from each employee who receives access to sensitive information to protect it from unauthorized use or disclosure and to utilize it only for the purposes of 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. (See **DRD 1185MA-006**.)

(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 confidential information.

(End of Clause)

I.9 RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73)
(JUNE 2005)

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

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their 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 I.8, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying

sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this

sensitive information, a service provider's contract must contain the clause at I.8, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose – 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 of sensitivity, including the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at I.8, 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 I.8, 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 Conflict of Interest Avoidance Plan, which the contract has incorporated as a compliance document. (See **DRD 1185MA-006**.)

(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 an express, binding written agreement from each employee who receives access to sensitive information to protect it from unauthorized use or disclosure and to utilize it only for the purposes of performing the 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 to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

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

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

(End of Clause)

I.10 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 nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

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

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

(End of Clause)

I.11 SPECIAL 8(a) CONTRACT CONDITIONS (FAR 52.219-11) (FEB 1990)
DEVIATION

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Memorandum of Understanding between the Small Business Administration (SBA) and the National Aeronautics and Space Administration. Accordingly, the SBA is not a party to this contract. SBA does not retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

New Orleans District Office
365 Canal St. Suite 2820
New Orleans, LA 70130

[insert name and address of cognizant SBA office]

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and condition of the contract; provided, however, that the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office

(c) The contractor agrees –

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations) when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

I. 12 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A)
CONCERNS (FAR 52.219-18) (JUNE 2003) DEVIATION

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

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

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

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

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

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

(2) The Deltha-Critique Joint Venture [*insert name of SBA's contractor*] will notify the NASA/Marshall Space Flight Center Procurement Officer/PS30 Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of Clause)

Alternate I (Apr 2005). If the competition is to be limited to 8(a) concerns within one or more specific SBA regions or districts, add the following paragraph (a)(3) to paragraph (a) of the clause:

(3) The offeror's approved business plan is on the file and serviced by:

U.S Small Business Administration

New Orleans District Office

365 Canal St., Suite 2820

New Orleans, LA 70130.

I.13 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.nlr.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

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations,

Modification 7

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.14 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30th, 2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th, 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives

(End of clause)

I.15 AUTHORIZED DEVIATIONS IN CLAUSES (52.256-6) (APR 1984)

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

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

(End of Clause)

I.16 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS 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**

<u>LIST OF ATTACHMENTS</u>		
<u>Attachment No.</u>	<u>Description</u>	<u>Pages</u>
1	Performance Work Statement	J-1-1 – J-1-9
2	Performance Requirements Summary	J-2-1
3	Data Procurement Document	J-3-1 – J-3-28
4	Contractor Fully Burdened Labor Rate Inclusive of Profit	J-4-1
5	Task Order Summary	J-5-1
6	Personal Identity Verification (PIV) Procedures	J-6-1 – J-6-4
7	Safety & Health Management Implementation Guide	J-7-1 – J-7-3
8	Installation-Provided Property and Services	J-8-1
9	Wage Determination	J-9-1 – J-9-9
10	Applicable Regulations, Procedures, and Documents	J-10-1 – J-10-3
11	Safety , Health and Environmental Plan	J-11-1 – J-11-19
12	Acronym List	J-12-1 – J-12-3
13	COTR Survey Instrument	J-13-1 – J-13-2
14	IDIQ Task Order Process Flow Chart	J-14-1

ATTACHMENT J-1
CENTER-WIDE ADMINISTRATIVE SUPPORT (CAS) SERVICES PERFORMANCE
WORK STATEMENT (PWS)

Introduction

This Performance Work Statement (PWS) describes the Center-wide Administrative Support (CAS) services to be provided at the George C. Marshall Space Flight Center (MSFC) and other Government-provided facilities specified elsewhere in the contract. The Contractor shall provide all personnel, except as stated otherwise, required to deliver the services described herein.

Objective

The objective of this contract is to provide professional administrative support services to MSFC as described in the Work Breakdown Structure (WBS) tree, below. These WBS reference numbers shall be specified in task orders issued in accordance with the Task Order Procedures clause of the basic contract (Clause H.4).

- 1.0 Program Management
 - 1.1 Contractor Quality Control
 - 1.2 Management and Administration
 - 1.3 Resources Management
 - 1.4 Safety, Health, and Environmental
 - 1.5 Security Requirements
 - 1.6 Government Property Management
- 2.0 Core Administrative Services
 - 2.1 Secretary I
 - 2.2 Secretary II
 - 2.3 Secretary III
 - 2.4 Data Entry Operator II
 - 2.5 Personnel Assistant II
 - 2.6 Personnel Assistant III
- 3.0 Intermittent Support Services
 - 3.1 Court Reporter
 - 3.2 Paralegal/Legal Assistant I
 - 3.3 Paralegal/Legal Assistant II
 - 3.4 Paralegal/Legal Assistant III
 - 3.5 Paralegal/Legal Assistant IV

1.0 Program Management – The Contractor shall provide all necessary program management and key personnel required for effective direction, performance, and control of this effort. This includes providing the management for planning, coordination, and surveillance of overall activities to assure disciplined performance of work and timely application of the resources necessary for completion of all tasks described in this Performance Work Statement.

1.1 Contractor Quality Control

The Contractor shall ensure quality of the work associated with the performance of this contract. The Contractor shall evaluate the entire scope of operations, assign a level of importance, and implement an effective quality control program.

1.2 Management and Administration

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) 1185 (Attachment J-3). 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.

The Contractor shall provide program management and on-site supervision of services performed to satisfy the requirements of this contract. Program management functions shall include, but are not limited to, handling all employment matters relating to Contractor employees and ensuring that the Contractor employee relationship with NASA Government Employees is not characterized as an employer-employee relationship, and that all delivered services meet the performance standards identified in the contract and task order. The first task order issued against each base and option year period under the contract will encompass all associated Program Management hours for that period of performance. A work progress system shall be established and maintained by the Contractor in such depth and sufficient detail to provide status of tasks. The Contractor shall prepare and deliver a monthly technical progress report in accordance with DRD 1185MA-002. The Contractor shall prepare and deliver a Management Plan in accordance with DRD 1185MA-001.

The Contractor shall prepare and deliver a Badged Employees and Remote IT User Listing in accordance with DRD 1185MA-003.

The Contractor shall prepare and deliver a Contractor Employee Clearance Documents in accordance with DRD 1185MA-004.

The Contractor shall prepare and deliver a Position Risk Designation for Non-NASA Employee in accordance with DRD 1185MA-005.

1.3 Resources Management

The Contractor shall manage the labor, material, and other resources necessary to perform the work required by this contract. Because of the nature of NASA work and organizational structure, the Contractor shall maintain working shifts to support programs and/or

organizations as required. Additionally, the Contractor shall provide continuity of administrative support service when there is an absence of its employees for any reason. The Contractor shall determine the workload of Contractor employees based on needs of the requiring organization.

1.4 Safety, Health, and Environmental

The Contractor shall establish and implement an industrial safety, occupational health, and environmental program that (1) prevents employee fatalities, (2) reduces the number of incidents, (3) reduces the severity of employee injuries and illnesses, and (4) protects the environment through the ongoing planning, implementation, integration and management control of these programs in accordance with DRD 1185SA-001. The SHE Plan shall address each of the following MSFC SHE core program requirements in detail that are applicable to the contracted effort:

- a. Management leadership and employee involvement.
- b. System and worksite analysis.
- c. Hazard prevention and control.
- d. Safety, health and environmental training.

The Contractor shall report mishaps and safety statistics to the MSFC Industrial Safety Office in accordance with DRD 1185SA-002. The Contractor shall submit direct to the NASA Incident Reporting Information System (IRIS) or shall use the forms listed in section 15.4 of DRD 1185SA-002 or electronic equivalent to report mishaps and related information required to produce the safety metrics.

1.5 Security Requirements

The Contractor shall comply with all NASA and local security requirements. The Contractor shall be responsible for information and Information Technology (IT) security when physical or electronic access to NASA's computer systems, networks, or IT infrastructure is required or when information systems are used to store, generate, process or exchange information with NASA or on behalf of NASA, regardless of whether the information resides on NASA's or a contractor's information system. At the completion of the contract, the Contractor shall return all NASA information and IT resources provided to the Contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract. The Contractor shall submit a Contractor Information Technology Security Program Plan (CITSPP) in accordance with DRD 1185CD-001.

Neither the Contractor nor any of their employees shall disclose or cause to be disseminated any information concerning Government operations, including those performed by contractors for the Government, which could result in or increase the likelihood of the possibility of a breach of security or interrupt the continuity of operations. Disclosure of information relating to the services hereunder to entities not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under their control in connection with work under this contract, may subject the Contractor, their agents, or employees to criminal liabilities.

All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result or in connection with the performance of this contract, the resolution of which may require the dissemination of official information will be directed to the COTR.

No Contractor employee will be admitted to the worksite unless they furnish satisfactory proof of U.S. citizenship or, if an alien, proof that their residence within the United States is legal.

For Contractor personnel working in sensitive positions, with access to Government Employee Information, i.e., Personnel and/or Payroll Files, favorable personal background checks are required in compliance with DRD 1185MA-005; and Organizational Conflict of Interest (OCI) Avoidance Plan in accordance with DRD 1185MA-006 (see Clause H.3).

1.6 Government Property Management

The Contractor shall establish, implement, and maintain an inventory control system to track and control all Government furnished, contractor operated property. The Contractor shall comply with the Government property clauses specified elsewhere in the contract. The Contractor shall prepare and maintain a report identifying and listing all equipment, 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. This report shall be prepared and maintained in accordance with DRD 1185LS-001.

2.0 Core Administrative Services

The Contractor shall provide administrative support services, to include backup and temporary support, center-wide in the areas of clerical, desktop processing, and records maintenance. Positions stated below shall be proficient in desktop processing to support data processing such as, but not limited to, data entry and retrieval, word processing, presentation graphics, spreadsheets, viewgraphs, and reports. The Contractor shall maintain and provide these services utilizing MSFC Windows based applications such as, but not limited to, Microsoft Excel, Microsoft Word, Microsoft Power Point and other desktop processing software as required. Data may be received in any of the following forms – raw data, handwritten, typed, clip art, clipped publication, paper, and/or electronic.

In addition, the Contractor shall, in accordance with Office of Personnel Management, Code of Federal Regulations, Title 5 U.S. Code, Part 293, NASA NPR 1441.1 Records Retention Schedule, Privacy Act, and/or other regulatory requirements, establish, review, and maintain office files/records on civil service personnel, action documents, employment verifications, correspondence, and provide copies upon request. In those instances where no system exists, the Contractor shall determine and implement record/file systems most conducive for prompt retrieval, considering type of materials, flow/processes; and extent of use.

The Contractor shall provide back-up office support on an as needed basis, which includes out-of-office support in the short-term absence of civil servant and CAS Contractor clerical personnel. This support is intended to provide coverage for unforeseen daily absences of administrative support personnel (i.e. short-term sick leave, emergency family leave, jury duty, etc.). Coordination of this support will be done through the Program Manager and COTR.

The Contractor shall provide pre-approved temporary support on an as needed basis, not to exceed 120 work days with a provision to extend support for an additional 120 work days to cover Contractor positions that experience scheduled leave of absences (i.e., maternity leave, medical leave, family leave, etc.). The Contractor shall work independently, receiving a minimum of detailed instruction and guidance. The Contractor shall perform varied clerical and administrative duties requiring knowledge of office routine and an understanding of the organization, programs, and procedures related to the work of the office.

2.1 Secretary I

The Contractor shall provide support to first line supervisors, managers, and branch offices. Duties include: telephone communications, recording time and attendance, receive visitors, maintain calendars, arrange for meetings and conference rooms, review documents for accuracy, maintain and order supply inventory, process shipping request, disseminate mail, assist with safety program (including Supervisors Safety Web Page entry), arrange and process travel, create/maintain office files, follow through with specific assignments, and follow all applicable NASA/MSFC standard operating procedures.

2.2 Secretary II

The Contractor shall provide support to second line supervisors, and division offices. At this level the Contractor handles differing situation, problems, and deviations in office work and is given general instructions, priorities, duties, and policies. Duties include: Secretary I level; screening telephone calls, visitors, and incoming correspondence; determine which requests should be handled by the appropriate staff; prepare routine correspondence; prioritize meetings for calendars; review outgoing material for consistency with established processes and procedures; collect/compile information; and explain supervisor requirements concerning office procedures to staff.

2.3 Secretary III

The Contractor shall provide support to the Center level offices. At this level the Contractor uses greater judgment and initiative to determine the approach or action to take in non-routine situations, interprets, and adapts guidelines. Duties include: Secretary I and II levels; anticipate and prepare materials needed for conferences, correspondence, appointments, meetings; telephone calls; read publications, regulations, and directives and take action; reply to special inquiries; prepare special one-time reports; and relay new procedures to staff.

2.4 Data Entry Operator II

The Contractor shall provide data entry support to process NASA resumes into an automated system, NASA STARS. The Contractor shall process “quick apply” forms as applicants apply for consideration for NASA vacancies. The Contractor shall maintain electronic and manual files. Duties shall include: data entry, telephone messaging, reports distribution, general administrative and automated support.

2.5 Personnel Assistant II

The Contractor shall provide personnel assistant support in the automated processing of human resources transactions. Work may include, but not be limited to, general database software applications, workforce tracking support, processing Standard Form 52 personnel actions, personnel records, and recruiting support. In order to effectively support this WBS, use/knowledge of Windows based computer applications such as, but not limited to, Microsoft Word, Microsoft Excel, Microsoft Project, and Microsoft PowerPoint is required. The Contractor shall input data into the training system, SATERN and the Federal Personnel and Payroll System (FPPS). Instruction and pre-established guidelines to perform the SATERN and the FPPS functions are available to the Contractor.

2.6 Personnel Assistant III

The Contractor shall provide personnel assistant support in the automated processing of human resources transactions. Work may include, but not be limited to, Personnel Assistant II level, requires a good working knowledge of personnel procedures, guides, and precedents, and requires advanced experience and knowledge of software packages. This assistant may perform some clerical work.

3.0 Intermittent Support Services

The services delineated below will be short-term in nature and will be required on an intermittent basis to support MSFC Office of Chief Counsel.

3.1 Court Reporter

The Contractor shall provide support to record examination, testimony, judicial opinions, or other proceedings by machine shorthand. The Contractor shall read portions of transcript during depositions on request and ask speakers to clarify inaudible statements. The Contractor shall transcribe recorded material, using office automation.

3.2 Paralegal/Legal Assistant I

The Contractor shall provide support to the Office of Chief Counsel. The Paralegal/Legal Assistant shall perform a variety of legal duties in an office providing legal assistance to attorneys or litigation teams. The Paralegal Assistant analyzes the legal impact of legislative developments and administrative and judicial decisions, opinions, determinations, and rulings, conducts research for the preparation of legal opinions on matters of interest; performs substantive legal analysis of requests for information under the provisions of various acts; or other similar legal support functions which require discretion and independent judgment in the application of specialized knowledge of laws, precedent decisions, regulations, agency policies, and judicial or administrative proceedings. Such knowledge is less than that represented by graduation from a recognized law school and may have been gained from formalized, professionally instructed agency, educational institution training, or from professionally supervised on-the-job training. While the paramount knowledge requirements of this occupational class are legal, some positions may also require a practical knowledge of subject matter areas related to the agency's programs.

The Paralegal/Legal Assistant I shall work under close monitoring. Contractor support shall perform the following:

- a. Consult prescribed sources of information for facts relating to matters of interest to the program;
- b. Review documents to extract selected data and information relating to specific items;
- c. Review and summarize information in prescribed format on case precedent and decisions;
- d. Search and extract legal references in libraries and computer-data banks:

3.3 Paralegal/Legal Assistant II

The Contractor shall provide support to the Office of Chief Counsel. The Paralegal/Assistant II level includes Paralegal/Legal Assistant I duties and the following additional tasks:

- a. Review case materials to become familiar with questions under consideration;
- b. Searches for and summarizes relevant articles in trade magazines, law reviews, published studies, financial reports, and similar materials for attorneys use in the preparation of opinions, briefs, and other legal documents;
- c. Prepares digests of selected decisions or opinions which incorporate legal references and analyses of precedents involved in areas of well-defined and settled points of law;
- d. Interviews potential witnesses and prepares summary interview reports for the attorney's review;
- e. Participates in pre-trial witness conferences, notes possible deficiencies in case materials (e.g., missing documents, conflicting statements) and additional issues or other questionable matters, and requests further investigation by other agency personnel to correct possible deficiencies or personally conducts limited investigations at the pre-trial stage;
- f. Prepares and organizes trial exhibits as required, such as statistical charts and photographic exhibits;
- g. Verifies citations and legal references on prepared legal documents;
- h. Prepares summaries of testimony and depositions;

- i. Drafts and edits non-legal memoranda, research reports and correspondence relating to cases.

3.4 Paralegal/Legal Assistant III

The Contractor shall provide support to the Office of Chief Counsel. The Paralegal/Assistant III level includes Paralegal/Legal Assistant II duties and, participates in the substantive development of cases and the following additional tasks:

- a. Analyzes and evaluates case files against litigation worthiness standards;
- b. Notes and corrects case file deficiencies (e.g., missing documents, inconsistent material, leads not investigated) before sending the case on to the concerned trial attorney;
- c. Reviews and analyzes available precedents relevant to cases under consideration for use in preparing case summaries to trial attorneys;
- d. Gathers, sorts, classifies, and interprets data to discover patterns of possible discriminatory activity;
- e. Interviews relevant personnel and potential witness to gather information;
- f. Reviews and analyzes relevant statistics;
- g. Performs statistical evaluations such as standard deviations, analyses of variance, means, modes, and ranges as supporting data for cases litigation;
- h. Consults with statistical experts on reliability evaluations;
- i. May be required to testify in court concerning relevant data.

3.5 Paralegal/Legal Assistant IV

The Contractor shall provide support to the Office of Chief Counsel. The Paralegal/Assistant IV level includes Paralegal/Legal Assistant III duties, assists in the evaluation, development, and litigation of cases, and performs the following duties:

- a. Examines and evaluates information in case files, for case litigation worthiness and appropriate titles of law;
- b. Determines the need for additional information, independent surveys, evidence, and witnesses, and plans a comprehensive approach to obtain this information;
- c. Through on-site visits, interviews and review of records on operations, looks for and evaluates the relevance and worth of evidence;

- d. Selects, summarizes, and compiles comparative data to examine and evaluate respondent's deficiencies in order to provide evidence of illegal practices or patterns;
- e. Reviews economic trends and forecasts at the national and regional level to evaluate the impact of successful prosecution and potential remedial provisions of ongoing investigations and litigation;
- f. Identifies types of record keeping systems and types of records maintained which would be relevant. Gathers, sorts, and interprets data from various record systems including computer information systems;
- g. Interviews potential witnesses for information and prepares witnesses for court appearances;
- h. Develops statistics and tabulations, such as standard deviations, regression analyses, and weighting, to provide leads and supportive data case litigation. Prepares charts, graphs, and tables to illustrate results;
- i. Analyzes data, develops recommendations and justifications for the attorney(s) who will take the matter to court. Continues to work with the attorney(s) during the progress of the case, obtaining and developing further evidence and exhibits, providing administrative assistance, and maintaining custody of exhibits, documents, and files;
- j. May appear in court as a witness to testify concerning exhibits prepared supporting the Government's case.

[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/ Deduction Amount
QUALITY	Overall competence and availability of Contractor personnel, quality and timeliness of services/products, collaboration and proactive communications; recognition of and improvement in critical problem areas.	EXCELLENT adjective rating on Quarterly Basis	Quarterly COTR Customer Survey	VERY GOOD 1.50 % GOOD 3.75 % POOR 7.50 % UNSATISFACTORY 15.00 % Deductions per Clause B.3 " PRICE DEDUCTIONS FOR LESS THAN OPTIMUM PERFORMANCE"
PROGRAM MANAGEMENT	Timely submission of contract deliverables (Monthly Status Reports, DRDs)	Deliverables meet 100 percent of required submission deadlines	Note: The following surveillance methods apply to all Standards of Performance for Program Management Requirements: - Management Plan (DRD 1185MA-001) - Monthly Progress Reports (DRD 1185MA-002)	\$1,000 Per Incident
	Policies, Procedures and Processes Conformance	NASA, Marshall and other policies, procedures, and processes shall be adhered to 100 percent of the time		\$1,000 Per Incident
	Staffing	100 percent of vacancies filled within 30 calendar days (unless exception approved by COTR and Contracting Officer)		\$2,000 Per Incident
		100 percent of positions temporarily staffed within 2 calendar days (unless exception approved by COTR and Contracting Officer)		\$2,000 Per Incident
	IT Security	100 percent of eligible employees complete required IT Security Training within required deadlines and no IT Security Breaches		\$1,000 Per Incident

[END OF ATTACHMENT J-2]

NNM08AA28C

ATTACHMENT J-3
DATA PROCUREMENT DOCUMENT (DPD) 1079

[END OF ATTACHMENT J-3]

Page 62 redacted for the following reason:

(b)(4)

ATTACHMENT J-5**TASK ORDER SUMMARY**

A summary of Task Orders awarded under this Contract is as follows:

TASK ORDER NUMBER	MOD. NUMBER	PERIOD OF PERFORMANCE	TASK ORDER VALUE	DEDUCTIONS

Task Orders will be issued in accordance with Clause B.2 and Clause H.4. A copy of each executed Task Order and Task Order modification is attached.

[END OF ATTACHMENT J-5]

ATTACHMENT J-6**PERSONAL IDENTITY VERIFICATION PROCEDURES**

PIV Card Issuance Procedures (in accordance with FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel, and Clause G.7, Personal Identity Verification of Contractor Personnel):

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

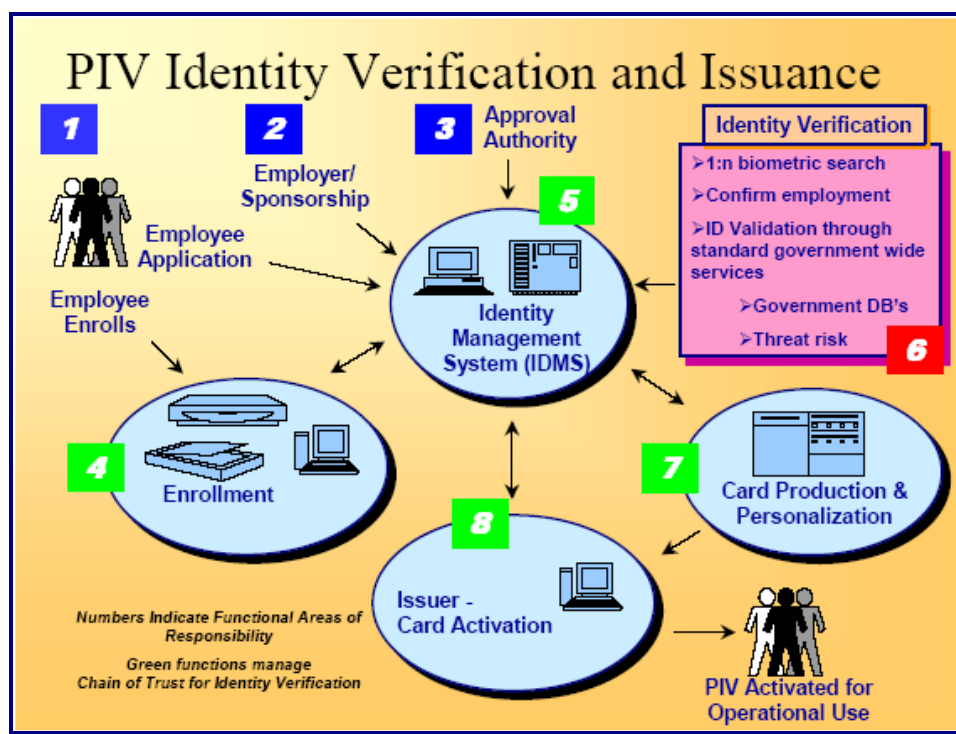


Figure A-1, FIPS 201, Appendix A

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 (NFMMS) 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

ATTACHMENT J-6 (CONTINUED)

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 Federal¹ or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

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

Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate

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

ATTACHMENT J-6 (CONTINUED)

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.

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.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed 6 months. If at the end of the 6-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

Safety Health (S) Management Implementation Guide and Assessment Matrix (See Clause H.14)

Score	Commitment and Involvement (Element 1)		Worksite System and Analysis (Element 2)	Hazard Prevention and Control (Element 3)	Safety and Health Training (Element 4)
	A. Management	B. Employee			
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 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-7 – (CONTINUED)

The MSFC Environmental Engineering and Occupational Health Office performs periodic environmental compliance inspections to assess Contractor performance relative to the provisions of DRD 1185SA-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-7 – (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)
LTC (Lost Time Case Report)	and ≤ 50% of the LTC Rate for the applicable SIC rate Exception: Contractors with less than 100 employees located onsite at MSFC shall have no lost time injuries during the past year	and less than the applicable SIC rate Exception: Contractors with less than 100 employees located onsite at MSFC shall have no more than one lost time injury during the past year.	or more than the applicable SIC rate Exception: Contractors with less than 100 employees located onsite at MSFC. A Level III rating will be given when greater than two lost time injuries are reported during the past year.
Grade Levels	I	II	III
Recognition	Formal award publicly recognized. Appropriate Past Performance referrals provided.	Formal letter of commendation – will impact contract evaluation and past performance referrals. (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 six of the clause.

[END OF ATTACHMENT J-7]

ATTACHMENT J-8

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. These items include the following:

- (1) 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) Work space and office furniture including technical work rooms, conference rooms, and storage areas (see MWI 4220.1)
- (7) Custodial and maintenance services
- (8) Motor pool support (at MSFC) as needed for local travel. (See MPR 6700.1)
- (9) Taxi service

(Note: 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., email), those devices shall be provided by the Government after obtaining Contracting Officer and COTR approval.)

[END OF ATTACHMENT J-8]

ATTACHMENT J-9 WAGE DETERMINATION

WD 2005-2007 (Rev 6) was first posted on 06/05/2007

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

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: **2005-2007**
Revision No.: **6**
Date Of Revision: **05/29/2007**

States: **Alabama**, Tennessee

Area: 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

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I	13.47
01012 - Accounting Clerk II	14.65
01013 - Accounting Clerk III	16.77
01020 - Administrative Assistant	21.27
01040 - Court Reporter	17.16
01051 - Data Entry Operator I	11.66
01052 - Data Entry Operator II	13.89
01060 - Dispatcher, Motor Vehicle	16.31
01070 - Document Preparation Clerk	12.47
01090 - Duplicating Machine Operator	12.47
01111 - General Clerk I	10.80
01112 - General Clerk II	11.78
01113 - General Clerk III	13.86
01120 - Housing Referral Assistant	19.14
01141 - Messenger Courier	9.49
01191 - Order Clerk I	11.49
01192 - Order Clerk II	15.27
01261 - Personnel Assistant (Employment) I	13.56
01262 - Personnel Assistant (Employment) II	15.15
01263 - Personnel Assistant (Employment) III	16.41
01270 - Production Control Clerk	19.18
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
01420 - Survey Worker	16.81
01531 - Travel Clerk I	10.03
01532 - Travel Clerk II	10.62
01533 - Travel Clerk III	11.32
01611 - Word Processor I	12.34
01612 - Word Processor II	13.77
01613 - Word Processor III	16.31

ATTACHMENT J-9 – (CONTINUED)

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.50
05010 - Automotive Electrician	16.73
05040 - Automotive Glass Installer	15.94
05070 - Automotive Worker	15.94
05110 - Mobile Equipment Servicer	14.45
05130 - Motor Equipment Metal Mechanic	17.50
05160 - Motor Equipment Metal Worker	15.94
05190 - Motor Vehicle Mechanic	15.98
05220 - Motor Vehicle Mechanic Helper	12.52
05250 - Motor Vehicle Upholstery Worker	15.22
05280 - Motor Vehicle Wrecker	15.94
05310 - Painter, Automotive	15.28
05340 - Radiator Repair Specialist	15.94
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	17.50
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.84
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.57
07130 - Food Service Worker	8.09
07210 - Meat Cutter	13.34
07260 - Waiter/Waitress	6.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.48
11060 - Elevator Operator	8.06
11090 - Gardener	12.11
11122 - Housekeeping Aide	8.62
11150 - Janitor	8.06
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	7.48
11260 - Pruner	8.72
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	8.24
12000 - Health Occupations	
12010 - Ambulance Driver	14.33
12011 - Breath Alcohol Technician	14.33
12012 - Certified Occupational Therapist Assistant	19.60
12015 - Certified Physical Therapist Assistant	19.60
12020 - Dental Assistant	13.91
12025 - Dental Hygienist	20.44
12030 - EKG Technician	21.13
12035 - Electroneurodiagnostic Technologist	21.13
12040 - Emergency Medical Technician	14.33
12071 - Licensed Practical Nurse I	13.71
12072 - Licensed Practical Nurse II	15.40
12073 - Licensed Practical Nurse III	17.25
12100 - Medical Assistant	10.79
12130 - Medical Laboratory Technician	14.02
12160 - Medical Record Clerk	11.28

ATTACHMENT J-9 – (CONTINUED)

12190 - Medical Record Technician	13.60
12195 - Medical Transcriptionist	12.65
12210 - Nuclear Medicine Technologist	30.65
12221 - Nursing Assistant I	9.11
12222 - Nursing Assistant II	10.25
12223 - Nursing Assistant III	11.18
12224 - Nursing Assistant IV	12.55
12235 - Optical Dispenser	13.68
12236 - Optical Technician	10.36
12250 - Pharmacy Technician	12.24
12280 - Phlebotomist	12.55
12305 - Radiologic Technologist	22.63
12311 - Registered Nurse I	21.81
12312 - Registered Nurse II	26.70
12313 - Registered Nurse II, Specialist	26.70
12314 - Registered Nurse III	32.30
12315 - Registered Nurse III, Anesthetist	32.30
12316 - Registered Nurse IV	38.70
12317 - Scheduler (Drug and Alcohol Testing)	17.28
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.81
13012 - Exhibits Specialist II	21.81
13013 - Exhibits Specialist III	26.51
13041 - Illustrator I	17.81
13042 - Illustrator II	21.81
13043 - Illustrator III	26.51
13047 - Librarian	22.66
13050 - Library Aide/Clerk	13.17
13054 - Library Information Technology Systems Administrator	21.15
13058 - Library Technician	14.67
13061 - Media Specialist I	14.78
13062 - Media Specialist II	16.54
13063 - Media Specialist III	18.43
13071 - Photographer I	14.72
13072 - Photographer II	17.00
13073 - Photographer III	20.36
13074 - Photographer IV	24.89
13075 - Photographer V	30.21
13110 - Video Teleconference Technician	14.78
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.39
14042 - Computer Operator II	17.39
14043 - Computer Operator III	18.63
14044 - Computer Operator IV	23.78
14045 - Computer Operator V	26.73
14071 - Computer Programmer I (1)	22.73
14072 - Computer Programmer II (1)	27.24
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	13.39
14160 - Personal Computer Support Technician	23.78
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.35
15020 - Aircrew Training Devices Instructor (Rated)	35.52
15030 - Air Crew Training Devices Instructor (Pilot)	36.76
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	24.89

ATTACHMENT J-9 – (CONTINUED)

15070 - Flight Instructor (Pilot)	36.76
15080 - Graphic Artist	19.60
15090 - Technical Instructor	17.19
15095 - Technical Instructor/Course Developer	21.01
15110 - Test Proctor	17.16
15120 - Tutor	17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.59
16030 - Counter Attendant	7.59
16040 - Dry Cleaner	9.54
16070 - Finisher, Flatwork, Machine	7.59
16090 - Presser, Hand	7.59
16110 - Presser, Machine, Drycleaning	7.59
16130 - Presser, Machine, Shirts	7.59
16160 - Presser, Machine, Wearing Apparel, Laundry	7.59
16190 - Sewing Machine Operator	10.07
16220 - Tailor	10.54
16250 - Washer, Machine	8.23
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.38
19040 - Tool And Die Maker	24.86
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.82
21030 - Material Coordinator	19.18
21040 - Material Expediter	19.18
21050 - Material Handling Laborer	10.29
21071 - Order Filler	10.87
21080 - Production Line Worker (Food Processing)	14.82
21110 - Shipping Packer	12.98
21130 - Shipping/Receiving Clerk	12.98
21140 - Store Worker I	10.81
21150 - Stock Clerk	14.66
21210 - Tools And Parts Attendant	14.82
21410 - Warehouse Specialist	14.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	17.04
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	23.35
23023 - Aircraft Mechanic III	24.52
23040 - Aircraft Mechanic Helper	17.44
23050 - Aircraft, Painter	19.32
23060 - Aircraft Servicer	19.34
23080 - Aircraft Worker	20.27
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.66
23125 - Cable Splicer	19.76
23130 - Carpenter, Maintenance	17.56
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	23.21
23181 - Electronics Technician Maintenance I	16.30
23182 - Electronics Technician Maintenance II	25.55
23183 - Electronics Technician Maintenance III	26.62
23260 - Fabric Worker	16.54
23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72
23311 - Fuel Distribution System Mechanic	18.79
23312 - Fuel Distribution System Operator	16.80
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	19.34

ATTACHMENT J-9 – (CONTINUED)

23382 - Ground Support Equipment Worker	20.27
23391 - Gunsmith I	13.74
23392 - Gunsmith II	15.13
23393 - Gunsmith III	16.59
23410 - Heating, Ventilation & Air-Conditioning Mechanic	18.38
23411 - Heating, Ventilation & Air Conditioning Mechanic (R&D Facility)	19.30
23430 - Heavy Equipment Mechanic	18.38
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	22.74
23465 - Laboratory/Shelter Mechanic	15.88
23470 - Laborer	11.36
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	16.92
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	22.74
23592 - Metrology Technician II	23.71
23593 - Metrology Technician III	24.65
23640 - Millwright	18.79
23710 - Office Appliance Repairer	18.09
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	18.90
23810 - Plumber, Maintenance	18.06
23820 - Pneudraulic Systems Mechanic	18.79
23850 - Rigger	18.79
23870 - Scale Mechanic	17.29
23890 - Sheet-Metal Worker, Maintenance	18.38
23910 - Small Engine Mechanic	16.75
23931 - Telecommunications Mechanic I	18.38
23932 - Telecommunications Mechanic II	20.21
23950 - Telephone Lineman	18.38
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.79
23970 - Woodcraft Worker	18.79
23980 - Woodworker	16.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.78
24580 - Child Care Center Clerk	9.71
24610 - Chore Aide	8.42
24620 - Family Readiness And Support Services Coordinator	12.00
24630 - Homemaker	12.32
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.86
25040 - Sewage Plant Operator	17.87
25070 - Stationary Engineer	18.86
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	17.56
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.88
27007 - Baggage Inspector	9.95
27008 - Corrections Officer	14.76
27010 - Court Security Officer	15.94
27030 - Detection Dog Handler	12.55
27040 - Detention Officer	14.76
27070 - Firefighter	15.94
27101 - Guard I	9.95
27102 - Guard II	12.55
27131 - Police Officer I	17.14
27132 - Police Officer II	19.05

ATTACHMENT J-9 – (CONTINUED)

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	8.93
28042 - Carnival Equipment Repairer	9.38
28043 - Carnival Equipment Worker	7.40
28210 - Gate Attendant/Gate Tender	12.47
28310 - Lifeguard	11.10
28350 - Park Attendant (Aide)	13.95
28510 - Recreation Aide/Health Facility Attendant	10.18
28515 - Recreation Specialist	13.48
28630 - Sports Official	11.10
28690 - Swimming Pool Operator	15.65
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.70
29020 - Hatch Tender	17.70
29030 - Line Handler	17.70
29041 - Stevedore I	16.90
29042 - Stevedore II	18.56
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.94
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.27
30021 - Archeological Technician I	15.69
30022 - Archeological Technician II	17.56
30023 - Archeological Technician III	21.76
30030 - Cartographic Technician	23.09
30040 - Civil Engineering Technician	20.75
30061 - Drafter/CAD Operator I	15.69
30062 - Drafter/CAD Operator II	17.77
30063 - Drafter/CAD Operator III	18.64
30064 - Drafter/CAD Operator IV	22.94
30081 - Engineering Technician I	13.21
30082 - Engineering Technician II	15.89
30083 - Engineering Technician III	19.09
30084 - Engineering Technician IV	26.34
30085 - Engineering Technician V	30.74
30086 - Engineering Technician VI	37.17
30090 - Environmental Technician	22.19
30210 - Laboratory Technician	18.92
30240 - Mathematical Technician	23.77
30361 - Paralegal/Legal Assistant I	15.32
30362 - Paralegal/Legal Assistant II	18.99
30363 - Paralegal/Legal Assistant III	23.23
30364 - Paralegal/Legal Assistant IV	28.11
30390 - Photo-Optics Technician	22.75
30461 - Technical Writer I	19.60
30462 - Technical Writer II	23.96
30463 - Technical Writer III	27.92
30491 - Unexploded Ordnance (UXO) Technician I	21.13
30492 - Unexploded Ordnance (UXO) Technician II	25.57
30493 - Unexploded Ordnance (UXO) Technician III	30.65
30494 - Unexploded (UXO) Safety Escort	21.13
30495 - Unexploded (UXO) Sweep Personnel	21.13
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20.23
30621 - Weather Observer, Senior (3)	20.67
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.74
31030 - Bus Driver	12.67
31043 - Driver Courier	12.63
31260 - Parking and Lot Attendant	8.86
31290 - Shuttle Bus Driver	13.43

ATTACHMENT J-9 – (CONTINUED)

31310 - Taxi Driver	9.91
31361 - Truckdriver, Light	13.43
31362 - Truckdriver, Medium	16.55
31363 - Truckdriver, Heavy	16.83
31364 - Truckdriver, Tractor-Trailer	16.83
99000 - Miscellaneous Occupations	
99030 - Cashier	9.06
99050 - Desk Clerk	6.90
99095 - Embalmer	21.13
99251 - Laboratory Animal Caretaker I	8.53
99252 - Laboratory Animal Caretaker II	13.46
99310 - Mortician	21.13
99410 - Pest Controller	12.10
99510 - Photofinishing Worker	10.58
99710 - Recycling Laborer	13.04
99711 - Recycling Specialist	14.78
99730 - Refuse Collector	11.78
99810 - Sales Clerk	10.45
99820 - School Crossing Guard	11.46
99830 - Survey Party Chief	14.67
99831 - Surveying Aide	9.04
99832 - Surveying Technician	12.37
99840 - Vending Machine Attendant	12.59
99841 - Vending Machine Repairer	14.42
99842 - Vending Machine Repairer Helper	12.59

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month.

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) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly

ATTACHMENT J-9 – (CONTINUED)

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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding 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 ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition.

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 <<http://www.dol.gov/esa/whd/>> or through the Wage Determinations On-Line (WDOL) Web site at <<http://wdol.gov/>>.

ATTACHMENT J-9 – (CONTINUED)

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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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-9]

ATTACHMENT J-10
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.

For the Contractor's information, NASA recognizes a department hierarchy. NASA Policy Directives (NPDs) and NASA Procedural Requirements (NPRs) are headquarters' level documents and take precedence over center level documents. The center equivalent to these documents is Marshall Policy Directive (MPDs) and Marshall Procedural Requirements (MPRs) that are written to support the headquarter documents at the local level. The hierarchical order for these documents is NPD and NPR at the HQ level and MPD and MPR at the center level. Beyond the documents, the center also has Marshall Work Instructions (MWI) that typically support implementation of one of the higher level documents and Organizational Instructions (OI's) that provide work direction for activities that do not affect the entire center.

Notwithstanding the hierarchy of NASA's documentation system, in terms of understanding the requirements for performing this contract, the Contractor's attention is invited to the documents specifically referenced in the PWS and documents referenced in the Data requirements.

As a services Contract provider, the Contractor shall utilize all NASA and MSFC Directives and Standards as applicable, as well as Organizational Instruction(s) (OIs).

NASA Directives can be found at the following URL: <http://nodis3.gsfc.nasa.gov/>

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>

The following documents are applicable as stated in the Performance Work Statement (PWS) and Data Procurement Document (1079).

29 CFR 1910	Department of Labor; Occupational Safety and Health Administration Standards for General Industry
40 CFR	Protection of the Environment
42 USC 2451	The National Aeronautics and Space Act of 1958, as amended
NFPA Standards	National Fire Codes

OMB Circulars

OMB Circular A-130 Management of Federal Information Resources

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ATTACHMENT J-10 – (CONTINUED)

NASA Documentation

NASA-STD-8719.11	Safety Standard for Fire Protection with Change 3 Dated 8/27/2004
NPD 1000.0	Strategic Management & Governance Handbook
NPR 1441.1	NASA Records Retention Schedules
NPR 2810.1	Security of Information Technology
NPR 5100.4	Federal Acquisition Regulation Supplement (NASA/FAR Supplement)
NPR 8621.1	NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping
NPR 8715.3	NASA General Safety Program Requirements

MSFC Documentation

MPD 1280.1R	Marshall Quality Management System Manual
MPD 1800.1B	MSFC Smoking Policy
MPD 1840.1G	MSFC Environmental Health Program
MPD 1840.2B	MSFC Hearing Conservation Program
MPD 2210.1M	Documentation Input and Output of the MSFC Documentation Repository
MPR 1040.3J	MSFC Emergency Plan
MPR 1380.2C	Center Public Exhibits and Requirement Process
MPR 1440.2K	MSFC Records Management Program
MPR 1800.1B	Bloodborne Pathogens
MPR 1810.1H	MSFC Occupational Medicine
MPR 1840.1C	MSFC Confined Space Entries
MPR 1840.2D	MSFC Hazard Communication Program
MPR 1840.3B	MSFC Hazardous Chemicals in Laboratories Protection Program
MPR 2810.1C	Security of Information Technology
MPR 8715.1D	Marshall Safety, Health, and Environmental (SHE) Program
MWI 8621.1B	Close Call and Mishap Reporting and Investigation Program

In addition to the regulations and procedures identified elsewhere in this contract, the Contractor shall comply with, or remain cognizant of the following directives and procedures. This listing is not intended to relieve the Contractor of its responsibility for applicable regulations, directives, and procedures when performing work on-site at MSFC.

MPR 1100.1D	Marshall Space Flight Center Organizational Manual
MPR 1280.4E	MSFC Corrective Action System
MPR 1280.6G	Internal Quality Audits

ATTACHMENT J-10 – (CONTINUED)

MPR 1410.1	Document and Data Control for Organizational Issuances
MPR 1600.1	MSFC Security Procedural Requirements
MPR 2190.1	MSFC Export Control Program
MPR 2500.1	Marshall Telecommunications Audio Visual Services
MPR 4000.2	Property Management
MPR 5000.1	Purchasing
MPR 6700.1	MSFC Vehicle and Motor Pool Operations
MWI 1280.2	MSFC Customer Feedback (CF) Processing Through the Corrective Action System (CAS)
MWI 1280.4	MSFC Quality System Deficiency Notice System
MWI 3410.1	Personnel Certification Program
MWI 4200.1	Equipment Control
MWI 4220.1	Space Utilization, Communications, Furniture, Relocation, and Special Event Services
MWI 5000.1	Processing NASA Research Announcement (NRA's) and Cooperative Agreement Notices (CAN's)
MWI 5100.1	Initiating Procurement Requisitions
MWI 5115.2	Source Evaluation Board/Committee (SEB/C) Process
MWI 8715.9	Safety Plan for Contractors
MWI 8715.11	Fire Protection

Organizational Issuances: Due to the nature of this effort and the various organizations that are supported, OI's specific to organizational process and procedures must be adhered to by all Contractor personnel.

[END OF ATTACHMENT J-10]

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ATTACHMENT J-11

SAFETY AND HEALTH PLAN

TO BE COMPLETED BY THE CONTRACTOR

[END OF ATTACHMENT J-11]

ATTACHMENT J-12

ACRONYM LIST

ACO	Administrative Contracting Officer
ADA	Americans with Disabilities Act
ADP	Automated Data Processing
AQL	Acceptable Quality Level
OHC	Office of Human Capital
CAS	Center-wide Administrative Support
CBA	Collective Bargaining Agreement
CCI	Consolidated Contract Incentive
CCR	Central Contractor Registration
CCS	Center Chief of Security
CITSP	Contract Information Technology Security Program
CLIN	Contract Line Item Number
CO	Contracting Officer
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-The-Shelf
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
DUNS	Data Universal Numbering System
EAR	Export Administration Regulations
EOD	Enter of Date Entry on Duty
FAQ	Frequently Asked Questions
FAR	Federal Acquisition Regulation
FFP	Firm-Fixed Price
FICA	Federal Insurance Contribution Act
FIPS	Federal Information Processing Standards Publication
FLSA	Fair Labor Standards Act
FPPS	Federal Personnel and Payroll System
FRFP	Final Request for Proposal
FTE	Full Time Equivalent
FUI	Federal Unemployment Insurance
G&A	General and Administrative
GAO	General Accounting Office
HQ	Headquarters
HSPD	Homeland Security Presidential Directive
HTML	Hyper Text Markup Language
IAGP	Installation-Accountable Government Property
IDIQ	Indefinite Delivery/Indefinite Quantity

ATTACHMENT J-12 – (CONTINUED)

IDMS	Identity Management System or Information and Data Management System
IT	Information Technology
ITAR	International Traffic in Arms Regulations
JD/Q	Job Description/Qualification
KP	Key Personnel
LTC	Lost Time Cases
MPD	Marshall Policy Directives
MPR	Marshall Procedural Requirements
MSFC	Marshall Space Flight Center
MTA	Management and Technical Approach
MWI	Marshall Work Instructions
NAC	National Agency Check
NACI	National Agency Check with Inquires
NAIC	North American Industry 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 Prevention Association
NFS	NASA FAR Supplement
NLRB	National Labor Relations Board
NPD	NASA Policy Directives
NPR	NASA Procedural 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 for NASA
OHC	Office of Human Capital
OI	Organizational Issuances
OMB	Office of Management and Budget
OPM	Office of Personnel Management
ORCA	Online Representations and Certifications Application
OSHA	Occupational Safety and Health Administration
OWI	Organizational work Instruction
PACS	Physical Access Control System
PCI	NASA Personal Identity Verification Card Issuance
PDF	Portable Document Format
PIN	Personal Identification Number
PIV	Personal Identity Verification
PM	Program Manager
POC	Point of Contact

ATTACHMENT J-12 – (CONTINUED)

PRB	Plans Postretirement Benefits
PRS	Performance Requirements Summary
PTS	Points
PWS	Performance of Work Statement
RFP	Request for Proposal
SATERN	System for Administration, Training, Educational Resources for NASA
S&MA	Safety & Mission Assurance Office
S&MS	Science and Mission Systems
SAT	Simplified Acquisition Threshold
SBA	Small Business Administration
SCA	Service Contract Act
SEC	Source Evaluation Committee
SF	Standard Form
SEMO	Supply and Equipment Management Officer
SHE	Safety, Health and Environmental
SIC	Standard Industrial Classification
SME	Subject Matter Expert
SSA	Source Selection Authority
SSN	Social Security Number
STARS	Staffing and Recruitment System
STC	Staffing and Total Compensation
SUI	State Unemployment Insurance
STD	Standard
TBD	To be Determined
TO	Task Order
TOP	Task Order Plan
TOR	Task Order Request
URL	Uniform Resource Locator
UPN	Unique Project Number
WBS	Work Breakdown Structure
WD	Wage Determination
WO	Work Order
WYE	Work Year Equivalent
XML	Extensible Markup Language

[END OF ATTACHMENT J-12]

ATTACHMENT J-13COTR SURVEY INSTRUMENT**(Contract Number) COTR Customer Survey**

Contractor
Support
MSFC Evaluator:
(Optional)
Organization
Supported:

Title:

Title:

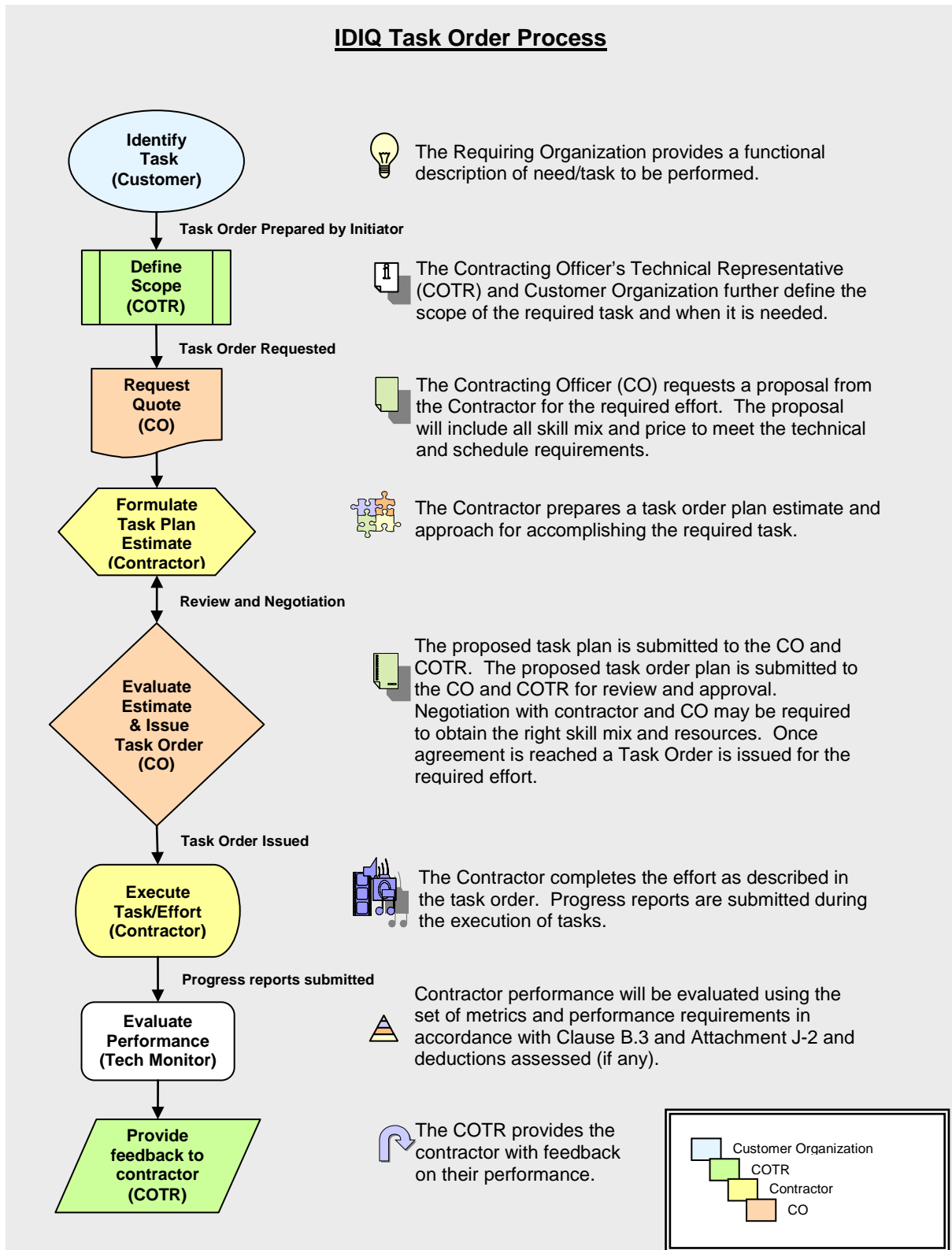
Title:

Instructions: Carefully evaluate the Contractor's support work performance in relation to the essential functions of the job. Check the rating box under the appropriate performance description to indicate the Contractor's performance. The points for each performance description will be totaled and averaged for an overall performance score.

1 = Unsatisfactory – Numerous performance issues noted.
2 = Poor – Inadequate performance, with several performance issues noted.
3 = Good – Average performance level from competent support personnel with few issues noted.
4 = Very Good – Performance is generally above average with only minor issues.
5 = Excellent – Performance is consistently of high quality.

CONTRACTOR – AREAS TO BE EVALUATED	Unsatisfactory (1)	Poor (2)	Good (3)	Very Good (4)	Excellent (5)	N/A
1. Quality – The extent to which the Contractor's work is accurate, thorough, and neat.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:						
2. Productivity – The extent to which the Contractor's work is performed efficiently in a specified period of time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:						
3. Job Knowledge – The extent to which the Contractor possesses the practical/technical knowledge required on the job.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:						
4. Reliability – The extent to which the Contractor can be relied upon regarding task completion and follow up.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:						
5. Attendance – The extent to which the Contractor is punctual, observes prescribed work breaks and meal periods, and has an acceptable overall attendance record.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:						
6. Independence – The extent to which the Contractor performs work with little or no Government oversight.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:						

7. Creativity – The extent to which the Contractor proposes ideas and finds new and better ways of doing things.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Comments:					
8. Initiative – The extent to which the Contractor seeks out new assignments and assumes additional duties when necessary.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Comments:					
9. Interpersonal Relationships – The extent to which the Contractor demonstrates the ability to cooperate, work and communicate with coworkers, supervisors, subordinates, and co-located Government personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Comments:					
10. Judgment – The extent to which the Contractor demonstrates proper judgment and decision-making skills when necessary.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Comments:					
11. Improvement – The extent to which the Contractor demonstrates improvement in skills, enhanced job knowledge, and interaction with other team members.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Comments:					
12. Microsoft Word – Proficiency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comments:					
13. Microsoft Excel – Proficiency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comments:					
14. Microsoft PowerPoint – Proficiency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comments:					
15. Microsoft Outlook – Proficiency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comments:					
TOTALS						

ATTACHMENT J-14**IDIQ TASK ORDER PROCESS FLOW CHART**

NNM08AA28C

CONTRACT

EXHIBIT NUMBER

J-3

ATTACHMENT NUMBER

Center-Wide Administrative Support Service

PROJECT/SYSTEM

DATA PROCUREMENT DOCUMENT

Deltha-Critique

CONTRACTOR

June 1, 2008

DATE

National Aeronautics and
Space Administration

National Aeronautics and Space Administration						DATA PROCUREMENT DOC.	
<i>DOCUMENT CHANGE LOG</i>						NO. ISSUE	
						1185 Contract	
INCORPORATED REVISIONS OUTSTANDING REVISIONS					AS OF: 09-14-07		SUPERSEDING:
							PAGE:
AUTHORITY	PORTION AFFECTED - PAGE NO./NO.				REMARKS		
	INTRO	SGR	DRL	DRD			

National Aeronautics and Space Administration			DATA PROCUREMENT DOC.	
PAGE REVISION LOG			NO. ISSUE	
			1185 Contract	
NOTE: The current revision is denoted by a vertical line in the outer margin adjacent to the affected text.		AS OF: 09-14-07	SUPERSEDING:	PAGE:
INSERT LATEST REVISED PAGES. DISCARD SUPERSEDED PAGES.				
ITEM	PAGE	STATUS	ITEM	PAGE STATUS

1.0 INTRODUCTION

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 DPD Description: 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 General Requirements: 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 Data Requirements List (DRL): 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:

<u>CATEGORY SYMBOL</u>	<u>DESCRIPTION</u>
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 Document Change Log (DCL) and Page Revision Log (PRL): 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 DPD Maintenance Procedures: 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.

- 1.3 Data Types for Contractual Efforts: The types of data and their contractually applicable requirements for approval and delivery are:

TYPEDESCRIPTION

- 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.
 - 5 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 DPD's 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 Applicable/Reference Documents: 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.

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 Data Distribution, Format, Data Restriction Marking, and Transmittal

2.3.1 Distribution: 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 Electronic Format: Electronic submission of data deliverables is preferred. 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 Hardcopy Format: 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 Data Restriction Determination and Marking Requirements: 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 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 Data Restriction Categories and Marking Statements: 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 exemption 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.

If the contract contains NFS 1852.237-73, a sensitive information legend may be applicable to information 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:
 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.
 5. Document number and revision.
 6. Document title.
 7. File names of all files being delivered; file naming convention shall clearly identify the document being delivered.
 8. 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.
 11. 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 Use of the MSFC Documentation Repository: 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 <https://webpub.nis.nasa.gov/submittal/index.html>. Computer-Aided Design (CAD) drawings shall be submitted in the original native vector, Hewlett-Packard Graphic Language (HPGL) and raster image formats.

2.4 Printing: 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.
- b. Finished size – 8 1/2" X 11".
- c. Paper – 20-pound opaque bond.
- d. Cover – Litho cover stock.
- e. 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 Contractor's Internal Documents: 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.

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 ECP's 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 Maintenance of Type 1 Document Submittals
- 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.
- 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 Contractor-Initiated Change: 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.

Center-Wide Administrative Services
Data Requirements List

<u>DRD</u>	<u>DATA TYPE</u>	<u>TITLE</u>	<u>OPR</u>
CD – Contractual Data 1185CD-001	2	Contractor Information Technology Security Program Plan	IS10
LS – Logistics Support 1185LS-001	2	Government Property Management Plan	AS41
MA – Management 1185MA-001	1	Management Plan	HS01
1185MA-002	3	Monthly Technical Progress Reports	HS01
1185MA-003	3	Badged Employee and Remote IT User Listing	AS50
1185MA-004	3	Contractor Employee Clearance Document	AS50
1185MA-005	3	Position Risk Designation for Non-NASA Employee	AS50
1185MA-006	3	Organizational Conflict of Interest (OCI) Avoidance Plan	PS33
SA – Safety 1185SA-001	2	Safety, Health and Environmental (SHE) Plan	AS10/QD50
1185SA-002	3	Mishap and Safety Statistics Reports	QD50

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DRD Continuation Sheet

TITLE: Contractor Information Technology (IT) Security
Program Plan

DRD NO.: 1185CD-001

DATA TYPE: 2

PAGE: 2/2

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

- b. A brief description regarding personnel (location, local or remote connections or access, privileged users, etc.) and the IT resources (NASA provided or contractor-owned) and environments utilized in the support of the work to be performed and their access to information identified.
- c. A brief description of policy or procedure that ensures the contractor inserts NFS 1852.204-76 in all subcontracts as required.
- d. Provide a description of each of the security-related areas (see Remarks) with regard to policies and procedures of the contractor's enterprise-wide information technology security program protecting the confidentiality, integrity, and availability of information and information technology systems.
 - 1. Management.
 - (a) Certification, Accreditation, and Security Assessments.
 - (b) Planning.
 - (c) Risk Assessment.
 - (d) Systems and Services Acquisition.
 - 2. Operational.
 - (a) Awareness and Training.
 - (b) Configuration Management.
 - (c) Contingency Planning.
 - (d) Incident Response.
 - (e) Maintenance.
 - (f) Media Protection.
 - (g) Physical and Environmental Protection.
 - (h) Personnel Security.
 - (i) System and Information Integrity.
 - 3. Technical.
 - (a) Access Control.
 - (b) Audit and Accountability.
 - (c) Identification and Authentication.
 - (d) System and Communications Protection.

NOTE: Any security-related area not currently implemented in the Contractor's IT security program shall be identified and the contractor's plan of action for implementation shall be explained.

15.4 **FORMAT:** Contractor format is acceptable and shall be consistent with contents of paragraph 15.3d of this DRD.

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

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1185 **ISSUE:** CONTRACT
2. **DRD NO.:** **1185LS-001**
3. **DATA TYPE:** 2
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** Government Property Management Plan
7. **DESCRIPTION/USE:** To describe the method of controlling and managing Government property.
8. **OPR:** AS41 9. **DM:** HS01
10. **DISTRIBUTION:** Cognizant property administrator
11. **INITIAL SUBMISSION:** Preliminary 45 days after initiation of the phase-in period
12. **SUBMISSION FREQUENCY:** Final one year after ATP, revise as required
13. **REMARKS:** This document shall be the official contract requirements document for the control and identification of all Government property.
14. **INTERRELATIONSHIP:** PWS paragraph 1.6
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Government Property Management Plan defines the contractor's methods of care, accounting, and control of Government property.
- 15.2 **APPLICABLE DOCUMENTS:**

FAR NPR 5100.4B	<i>Federal Acquisition Regulation, Part 45</i> <i>Federal Acquisition Regulation Supplement, (NASA/FAR Supplement) Part 18-45</i> and latest revisions thereto
--------------------	--
- 15.3 **CONTENTS:** The Government Property Management Plan shall satisfy the requirements of the documents listed in 15.2, and the 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.	j. Consumption.
c. Receiving.	k. Utilization.
d. Identification.	l. Maintenance.
e. Records.	m. Subcontractor control.
f. Movement.	n. Disposition.
g. Storage.	o. Contract close-out.
h. Physical inventories.	
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | |
|--|--|
| 1. DPD NO.: 1185 ISSUE: CONTRACT
3. DATA TYPE: 1

6. TITLE: Management Plan

7. DESCRIPTION/USE: To provide a description of the contractor's overall management system and organization for accomplishing the requirements set forth in the contract.

8. OPR: HS01 9. DM: HS01

10. DISTRIBUTION: Per Contracting Officer's letter

11. INITIAL SUBMISSION: 30 days after initiation of the phase-in period

12. SUBMISSION FREQUENCY: Revise as required

13. REMARKS:

14. INTERRELATIONSHIP: PWS paragraph 1.2

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, and management interfaces. The plan shall be in such detail as necessary to convey the contractor's internal procedures.

15.2 <u>APPLICABLE DOCUMENTS:</u> None

15.3 <u>CONTENTS:</u> The Management Plan shall include:
a. A description of the project tasks to be accomplished and an outline of methods by which the contractor proposes to accomplish each task down to the Level III WBS task level.
b. 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.

15.4 <u>FORMAT:</u> Contractor format is acceptable.

15.5 <u>MAINTENANCE:</u> Changes shall be incorporated by change page or complete reissue. | 2. DRD NO.: 1185MA-001
4. DATE REVISED:
5. PAGE: 1/1 |
|--|--|

- J-3-16

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | |
|--|--|
| 1. DPD NO.: 1185 ISSUE: CONTRACT
3. DATA TYPE: 3 | 2. DRD NO.: 1185MA-003
4. DATE REVISED:
5. PAGE: 1/1 |
|--|--|
6. **TITLE:** Badged Employee and Remote IT User Listing
7. **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:** HS01
10. **DISTRIBUTION:** Per Contracting Officer's letter. One copy each shall go to MSFC's Protective Services Office and Facilities Planning and Business Management Office.
11. **INITIAL SUBMISSION:** No later than 10 working days after initiation of the phase-in period
12. **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*.
14. **INTERRELATIONSHIP:** PWS paragraph 1.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** 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 **CONTENTS:** The Badged Employee and Remote IT User Listing 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

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | |
|---|--|
| 1. DPD NO.: 1185 ISSUE: CONTRACT
3. DATA TYPE: 3

6. TITLE: Contractor Employee Clearance Document

7. 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: HS01

10. DISTRIBUTION: Per Contracting Officer's letter

11. INITIAL SUBMISSION: Immediately when the access is no longer needed

12. SUBMISSION FREQUENCY: As required

13. REMARKS:

14. INTERRELATIONSHIP: PWS paragraph 1.2

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 <u>APPLICABLE DOCUMENTS:</u> None

15.3 <u>CONTENTS:</u> The Contractor Employee Clearance Document shall contain all the information required by MSFC Form 383-1.

15.4 <u>FORMAT:</u> MSFC Form 383-1, "Contractor Employee Clearance Document".

15.5 <u>MAINTENANCE:</u> None required | 2. DRD NO.: 1185MA-004
4. DATE REVISED:
5. PAGE: 1/1 |
|---|--|

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | | |
|-------------------------|-----------------|--------------------------------------|
| 1. DPD NO.: 1185 | ISSUE: CONTRACT | 2. DRD NO.: 1185MA-005 |
| 3. DATA TYPE: 3 | | 4. DATE REVISED: |
| | | 5. PAGE: 1/1 |
6. **TITLE:** Position Risk Designation for Non-NASA Employee
7. **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:** HS01
10. **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 initiation of the phase-in period
12. **SUBMISSION FREQUENCY:** Update as personnel or position changes occur
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 1.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Position Risk Designation for Non-NASA Employee 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 **CONTENTS:** The Position Risk Designation for Non-NASA Employee shall contain all the information required by NASA Form 1760 in accordance with NPR 1600.1, *NASA Security Program Procedural Requirements*.
- 15.4 **FORMAT:** NASA Form 1760, "Position Risk Designation for Non-NASA Employee".
- 15.5 **MAINTENANCE:** None required

- J-3-20

DRD Continuation Sheet

TITLE: Organizational Conflict of Interest (OCI) Avoidance Plan

DRD NO.: 1185MA-006

DATA TYPE: 3

PAGE: 2/2

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

- b. With regard to access to nonpublic information, the avoidance plan shall contain a plan to safeguard all proprietary/sensitive data the contractor (including all employees and subject matter experts/technical experts) receives. This plan shall include:
 - 1. A provision that the contractor shall not disclose or improperly use the proprietary/sensitive data received or accessed under this contract.
 - 2. A 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.
 - 3. A provision that information technology shall be protected to prevent unauthorized disclosure of information.
 - 4. A provision that employees performing the effort must sign an express binding written agreement clearly agreeing to protect sensitive data.
 - 5. A requirement that subcontractors have appropriate OCI avoidance procedures in place for the use of subject matter experts.
 - 6. A requirement for periodic self-audits, the results of which shall be made available to the Government.
 - 7. Initial and periodic refresher OCI training for the contractor employees/experts working on this contract.
 - 8. A description of organizational and employee sanctions for violation of the OCI order clause or OCI Avoidance Plan provisions.
 - 9. 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.
 - 10. A provision requiring the contractor to report any real, apparent, or potential conflict of interest that may arise to the Contracting Officer.
 - 11. A provision requiring the contractor to update the OCI Avoidance Plan 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.

- J-3-22

DRD Continuation Sheet

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

DRD NO.: 1185SA-001

DATA TYPE: 2

PAGE: 2/3

15. DATA PREPARATION INFORMATION (CONTINUED):

MPR 1840.3	<i>MSFC Hazardous Chemicals in Laboratories Protection Program</i>
MPD 1860.1	<i>Laser Safety</i>
MPD 1860.2	<i>MSFC Radiation Safety Program</i>
MPR 3410.1	<i>Training</i>
MWI 3410.1	<i>Personnel Certification Program</i>
MPD 8500.1	<i>MSFC Environmental Management Policy</i>
MPR 8500.2	<i>MSFC Environmental Management System Manual</i>
MWI 8621.1	<i>Close Call and Mishap Reporting and Investigation Program</i>
MPR 8715.1	<i>Marshall Safety, Health and Environmental (SHE) Program</i>
MWI 8715.1	<i>Electrical Safety</i>
MWI 8715.2	<i>Lockout/Tagout Program</i>
MWI 8715.3	<i>Hazard Identification & Warning System</i>
MWI 8715.4	<i>Personal Protective Equipment (PPE)</i>
MWI 8715.5	<i>Building Manager Program</i>
MWI 8715.9	<i>Occupational Safety Guidelines for Contractors</i>
MWI 8715.10	<i>Explosives, Propellants, & Pyrotechnics Program</i>
MWI 8715.11	<i>Fire Safety Program</i>
MWI 8715.12	<i>Safety, Health, and Environmental Finding Tracking System (SHEtrak)</i>
MWI 8715.13	<i>Safety Concerns Reporting System (SCRS)</i>
MWI 8715.15	<i>Ground Operations Safety Assessment & Risk Mitigation Program</i>
MPD 8900.1	<i>Medical Operations Responsibilities for Human Space Flight Programs (NOTE: This document only applies to Space Station contracts)</i>

15.3 CONTENTS: The Safety, Health, and Environmental (SHE) Plan shall clearly describe how the contractor shall comply with the MSFC SHE core program requirements listed below to accomplish the following: (1) the methods to ensure compliance with the MSFC SHE core program requirements listed below, (2) the methods to ensure potentially hazardous conditions are identified and corrected, (3) the methods to ensure employees are trained to perform their tasks in a safe and healthful manner, and (4) the methods to ensure compliance with the applicable documents that pertain to the specific work tasks .

a. Management leadership and employee involvement:

1. A statement of the management policy and their commitment to (1) provide a safe and healthful workplace for personnel (i.e., employees, customers, and public), (2) protect the property and the environment, and (3) ensure compliance with EPA, OSHA and NASA requirements applicable to the contracted effort.
2. A description of how management and employees are held accountable for implementing their tasks in a safe and healthful manner while protecting the environment through the use of motivational or innovative techniques and when necessary through the use of a disciplinary program.
3. A description of safety, health, environmental awareness and motivation programs that, include documented safety meetings and safety awareness training for employees. (Onsite contractors shall document their safety meeting statistics in the MSFC Supervisors Safety Web page (SSWP).
4. A method of performing and documenting self evaluations of the contractor's safety, health and environmental program including the frequency of these evaluations.
5. A method of ensuring the flowdown of MSFC safety, health, and environmental responsibilities and requirements applicable to the contracted effort are passed between all company levels and to all subcontractors, when applicable.
6. The identification by title the individual who is assigned the responsibility for implementing the contractor's SHE program elements and serve as the SHE Point of Contact (POC) for the contracted effort.
7. A method to ensure compliance with MPR 8715.1 and all other SHE documents that are applicable to the contracted effort.

DRD Continuation Sheet

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

DRD NO.: 1185SA-001

DATA TYPE: 2

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

8. A method to ensure that each employee has read the SHE plan and fully understands their roles and responsibilities in supporting the MSFC SHE program.
9. A method to ensure the SHE plan is reviewed annually and updated as necessary.
- b. System and worksite analysis:
 1. The methods of identifying potentially hazardous conditions in the work area and operations, e.g., hazard analysis, safety assessment, change analysis, risk assessment and employee identified concerns.
 2. The methods of conducting and documenting formal worksite safety inspections as required by OSHA.
 3. The methods of conducting and documenting supervisors' monthly safety visits. Onsite safety visits shall be performed once per month per supervisor and documented in the Supervisors Safety Web page.
- c. Hazard prevention and control:
 1. The methods of ensuring a documented emergency management program. Include a list of contractor emergency points that are located onsite. (Note: Onsite contractors may use MPR 1040.3.)
 2. The methods of ensuring the investigation of all mishaps and close calls to determine root cause and the reporting requirements are in accordance with MWI 8621.1. (Reference DRD 1185SA-002, *Mishap and Safety Statistics Report*).
 3. The 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, respiratory protection, and hazard communication. (Note in the SHE plan which, if any of these services are to be provided by MSFC for onsite work.)
 4. The methods employees have to suspend work where safety, health or environmental conditions warrant such action.
- d. Safety, health and environmental training:
 1. The methods for ensuring each employee is trained to recognize hazards, avoid accidents, know the hazards specific to their job, and fully understands the contractor's disciplinary program.
 2. The 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.)
 3. The methods for training and documenting this training when designating employees to be competent, qualified, authorized or certified to perform operations that require specific training in accordance with 29 CFR 1910 or 29 CFR 1926.

15.4 **FORMAT:** Contractor format is acceptable.

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

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1185 **ISSUE:** CONTRACT
2. **DRD NO.:** **1185SA-002**
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/3
6. **TITLE:** Mishap and Safety Statistics Reports
7. **DESCRIPTION/USE:** To provide reporting of metrics, mishaps, close calls, and serious non-occupational injuries or illnesses.
8. **OPR:** QD50 9. **DM:** HS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:**
 - a. Safety Statistics submitted by the 10th of each month after contract award using one of the following methods: MSFC Form 4371, or electronic notification system equivalent, or direct to NASA Incident Reporting Information System (IRIS) database. Statistics required to be submitted include: contract number, subcontractors, NAISC codes, number of employees, and number of supervisors, hours worked. Access to IRIS database can be obtained from the Industrial Safety Department after contract award. (Applicable to all onsite contracts)
 - b. Mishaps, Close Calls, and serious non-occupational injuries or illnesses as defined in Section 15.6 and in NPR 8621.1:
 1. Type A, B, mishaps, high visibility mishaps or close calls: Upon occurrence or awareness of mishap:
 - a. Immediate notification to the Contracting Officer and Industrial Safety (256-544-HELP, Safety Option) (Include location and time of incident, number of fatalities, number hospitalized, type of damage, estimated cost, brief description, and contact person's name and phone number), accompanied by IRIS Quick Incident submittal.
 - b. Update within 24 hours through IRIS entry, or electronic submittal (per NPR 8621.1, paragraph 1.5.5).
 2. Non-occupational fatality or serious injury occurring onsite or to an onsite contractor employee: Notification to Contracting Officer and Industrial Safety within 24 hour of occurrence or awareness. (Offsite non-occupational injury or illness notification is at the discretion of the family.)
 3. Type C mishaps: Upon occurrence or awareness of mishap:
 - a. Immediate notification to the Contracting Officer and Industrial Safety (256-544-HELP, Safety Option) (Include location and time of incident, type of lost-time injury or damage, estimated cost, brief description, and contact person's name and phone number), accompanied by IRIS Quick Incident submittal.
 - b. Update within 6 days through IRIS entry, or electronic submittal.
 4. a. Type D, and Close Call mishaps (Onsite): Notification by telephone (256-544-HELP, Safety Option) or electronic submittal within 4 hours of occurrence or awareness, and within 24 hours with IRIS Quick Incident. Update within 6 days may be through IRIS entry, or electronic submittal.
 - b. Type D, and Close Call mishaps (Offsite): Initial notification by IRIS Quick Incident within 24 hours. Update within 6 days may be through IRIS entry, or electronic submittal.
 5. Type A, B, and Close Calls with high Type A or B potential: Mishap Board Report submitted after completion of investigation. Corrective Action Plan submitted upon Endorsing Official approval.
 6. All Mishaps: Follow-up Corrective Action Plan/Status 30 days after first mishap.
 - c. Safety Concerns, Hazards, and non-reportable mishaps should be reported per MPR 8715.1 (**Onsite**) or the appropriate contractor method (**Offsite**).
12. **SUBMISSION FREQUENCY:** Safety Statistics (MSFC Form 4371, IRIS entry, or equivalent) - By the 10th of each month. All Mishaps: Monthly Follow-up Corrective Action Plan/Status until corrective actions implemented and closure received by updating record in IRIS data base (preferred) or electronic submittal.

DRD Continuation Sheet

TITLE: Mishap and Safety Statistics Reports

DRD NO.: 1185SA-002

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13. **REMARKS:**

14. **INTERRELATIONSHIP:** DRD 1185SA-001, *Safety, Health, and Environmental (SHE) Plan*. PWS paragraph 1.4

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	<i>NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping</i>
MPR 8715.1	<i>MSFC Safety, Health, and Environmental (SHE) Program</i>
MWI 8621.1	<i>Close Call and Mishap Reporting and Investigation Program</i>

15.3 **CONTENTS:** The Mishap and Safety Statistics Reports shall contain the information required by NPR 8621.1 and MWI 8621.1.

15.4 **FORMAT:** The following formats or electronic equivalent shall be submitted:

- a. MSFC Form 4370, "MSFC Flash Mishap Report."
- b. Additional Information Submittal per NPR 8621.1.
- 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

15.6 **DEFINITIONS:**

Close Call. An event in which there is no injury or only minor injury requiring first aid and/or no equipment/property damage or minor equipment/property damage (less than \$1000), but which possesses a potential to cause a mishap.

High Visibility (Mishaps or Close Calls). Those particular mishaps or close calls, regardless of the amount of property damage or personnel injury, that the Administrator, Chief/OSMA, CD, AA/OIA, or the Center SMA director judges to possess a high degree of programmatic impact or public, media, or political interest including, but not limited to, mishaps and close calls that impact flight hardware, flight software, or completion of critical mission milestones.

Type A Mishap. A mishap resulting in one or more of the following: (1) an occupational injury or illness resulting in a fatality, a permanent total disability, or the hospitalization for inpatient care of 3 or more people within 30 workdays of the mishap; (2) a total direct cost of mission failure and property damage of \$1 million or more; (3) a crewed aircraft hull loss; (4) an occurrence of an unexpected aircraft departure from controlled flight (except high performance jet/test aircraft such as F-15, F-16, F/A-18, T-38, OV-10, and T-34, when engaged in flight test activities).

Type B Mishap. A mishap that caused an occupational injury or illness that resulted in a permanent partial disability, the hospitalization for inpatient care of 1-2 people within 30 workdays of the mishap, or a total direct cost of mission failure and property damage of at least \$250,000 but less than \$1,000,000.

DRD Continuation Sheet**TITLE:** Mishap and Safety Statistics Reports**DRD NO.:** 1185SA-002**DATA TYPE:** 3**PAGE:** 3/3

15.6 **DEFINITIONS (CONTINUED):**

Type C Mishap. A mishap resulting in a nonfatal occupational injury or illness that caused any days away from work, restricted duty, or transfer to another job beyond the day or shift on which it occurred, or a total direct cost of mission failure and property damage of at least \$25,000 but less than \$250,000.

Type D Mishap. A mishap that caused any nonfatal OSHA recordable occupational injury and/or illness that does not meet the definition of a Type C mishap, or a total direct cost of mission failure and property damage of at least \$1,000 but less than \$25,000.