

<b>SOLICITATION, OFFER AND AWARD</b>		THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RA	DO-C9	PAGE 1 OF 182
2. CONTRACT NO. <b>NNM09AA03C</b>	3. SOLICITATION NO. <b>NNM08226865R</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>April 21, 2008</b>		6. REQUISITION/PURCHASE NO. <b>4200269647</b>	
7. ISSUED BY <b>National Aeronautics &amp; Space Administration George C. Marshall Space Flight Center Procurement Office / PS32 Marshall Space Flight Center, AL 35812</b>		CODE <b>M30</b>	8. ADDRESS OFFER TO (If other than Item 7) <b>NASA/Marshall Space Flight Center Attn: PS41/Tyler Cochran Marshall Space Flight Center, AL 35812 Deliver to: Building 4203 Room B307b (256) 961-2120</b>			

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 **1:00 P.M.** local time, on **(See Provision L.13 DUE DATE FOR RECEIPT OF PROPOSALS)**.  
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <b>Tyler Cochran</b>	B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE <b>(256)</b> NUMBER <b>961-2120</b> EXT. <b>N/A</b>	C. EMAIL ADDRESS <b>Tyler.C.Cochran@nasa.gov</b>
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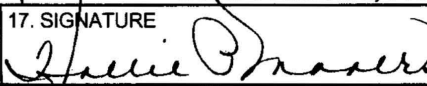
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**OFFER (Must be fully completed by offeror)**


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 90 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 N/A %	20 CALENDAR DAYS N/A %	30 CALENDAR DAYS N/A %	CALENDAR DAYS N/A %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION).	AMENDMENT NO	DATE	AMENDMENT NO	DATE
	1	5/7/08	2	5/14/08
For offerors and related documents numbered and dated:	3	6/20/08		

15. NAME AND ADDRESS OF OFFEROR <b>HPM Corporation, 2625 W Entiat Ave, Kennewick WA 99336</b>	CODE <b>1WHJ8</b>	FACILITY <b>N/A</b>	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) <b>Hollie P. Mooers, President</b>
15B. TELEPHONE NO. (Include area code) <b>509 737-8939</b>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE	17. SIGNATURE 	18. OFFER DATE <b>9/23/08</b>

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT <b>\$3,277,672</b>	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 <b>G.13</b>
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY <b>NASA Shared Services Center (NSSC) Financial Management Division (FMD) - Accounts Payable Bldg 1111, C. Road Stennis Space Center, MS 39529</b>
26. NAME OF CONTRACTING OFFICER (Type or print) <b>David A. Iosco</b>	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE <b>OCT 09 2008</b>

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

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**STANDARD FORM 33 (REV. 9-97)**  
Prescribed by GSA - FAR (48 CFR) 53.214(c)

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**FMO KOR**

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

A. The purpose of this contract is to provide Occupational Health Services for the Marshall Space Flight Center (MSFC). This performance-based contract provides two basic methods for the acquisition of these services.

1. The first method is Firm Fixed Price (FFP) Lump Sum. Under this method, the Contractor is required to furnish all the services listed in each part of Attachment J-1, Performance Work Statement (PWS) identified as Lump Sum.
2. The second method for acquiring services is through the use of an Indefinite Delivery Indefinite Quantity (IDIQ) provision. Work under the IDIQ portion will be FFP. The purpose of this provision is to allow the Government to acquire indefinite services as addressed under Attachment J-1.

B. The Contractor shall provide all resources, including management, supervision, labor, materials, tools, and equipment (except as may be expressly stated in this contract as made available by the Government) necessary to accomplish the services described in Attachment J-1.

(End of Clause)

**B.2 GENERAL**

This contract is for a one-year base period and four 1-year option periods. All work shall be performed under the terms and conditions of this contract as either FFP Lump Sum or as IDIQ.

**A. FFP Lump Sum Work**

Work that can be identified in advance, both in sufficient detail and quantities, and for which a fair and reasonable price can be obtained is identified as FFP Lump Sum work, henceforth identified as Lump Sum work. The Lump Sum price shall include all labor, overhead, other direct costs, General & Administrative, and profit required to deliver the services. Lump Sum work in this contract includes all work identified in each part of Attachment J-1 as Lump Sum work and is subject to the deductions determined by the Performance Requirements Summary (PRS) and the Consequences of Contractor's Failure to Perform Required Services Clause in Section E.



**B. IDIQ Work**

Work that is of a recurring nature but cannot be sufficiently identified or quantified in advance is identified as IDIQ work. IDIQ work includes all work identified as IDIQ in Attachment J-1. IDIQ shall be ordered in accordance with Federal Acquisition Regulation (FAR) clauses I.4 Ordering, I.5 Order Limitations, I.6 Indefinite Quantity, and H.2 Task Ordering Procedure.

The maximum amount, not-to-exceed (NTE), of IDIQ work the Government may order is the IDIQ ceiling dollar value for the contract base period and option periods as listed below:

**NTE CEILING VALUE**

Base Period	\$1,500,000
Option Period 1	\$1,500,000
Option Period 2	\$1,500,000
Option Period 3	\$1,500,000
Option Period 4	\$1,500,000
<b>TOTAL</b>	<b>\$7,500,000</b>

(End of Clause)

**B.3.A TOTAL FIRM FIXED PRICE (LUMP SUM)**

A. The total firm fixed price of this contract is as follows.

<u>PERIOD COVERED</u>	<u>PRICE</u>
11/01/08-10/31/09	\$3,277,672

B. In the event this contract is renewed by exercise of the options pursuant to I.8, the PWS for the additional periods shall be that defined in Attachment J-1 of this contract. The total estimated amount applicable to each option period is set forth below:

PERIOD COVERED	PRICE	STATUS OF OPTIONS
(Option 1) 11/01/09 – 10/31/10	(b)(4)	TBD
(Option 2) 11/01/10 – 10/31/11		TBD
(Option 3) 11/01/11 – 10/31/12		TBD
(Option 4) 11/01/12 – 10/31/13		TBD

**B.3.B TOTAL POTENTIAL CONTRACT VALUE**

The total potential contract value for this contract, to include both the FFP (Lump Sum) and IDIQ Not-to-Exceed amounts, is hereby established as follows:

PERIOD COVERED	FIRM FIXED PRICE LUMP SUM	IDIQ NOT-TO EXCEED	TOTAL
(Base) 11/01/08-10/31/09	(b)(4)		
(Option 1) 11/01/09 – 10/31/10			
(Option 2) 11/01/10 – 10/31/11			
(Option 3) 11/01/11 – 10/31/12			
(Option 4) 11/01/12 – 10/31/13			
TOTAL			

Note: The value of all IDIQ work will be denoted on individual Task Orders per Clause H.2.

(End of clause)

**B.4 METHOD OF DEDUCTIONS**

This contract is performance-based and utilizes various means to calculate deductions if the Contractor fails to perform required services. The Contractor's Self-Evaluation of Performance and the Performance Requirements Summary (PRS) will be used to assess the Contractor's performance and to determine deductions pursuant to Clauses E.3, Consequences of Contractor's Failure to Perform Required Services for Lump Sum Work, and E.4, Consequences of Contractor's Failure to Perform Required Services for IDIQ Work.

(End of Clause)

**[END OF SECTION]**

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****C.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE****I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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None included by reference.

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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None included by reference.

(End of Clause)

**C.2 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK (MSFC 52.211-93)  
(FEB 2001)**

The Description/Specifications/Statement of Work is Attachment J-1, entitled "Performance Work Statement."

(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)**

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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None included by reference.

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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None included by reference.

(End of Clause)

**[END OF SECTION]**

## SECTION E - INSPECTION AND ACCEPTANCE

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

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.246-2	Inspection of Supplies – Fixed-Price	AUG 1996
52.246-4	Inspection of Services – Fixed-Price	AUG 1996
52.246-16	Responsibility for Supplies	APR 1984

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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None included by reference.

(End of Clause)

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

In accordance with the inspection clause of this contract, the Government intends to perform quality assurance at George C. Marshall Space Flight Center in accordance with the Attachment J-1, Performance Work Statement.

(End of Clause)

### E.3 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES FOR LUMP SUM WORK

A. The Contractor is responsible to fulfill the performance requirements of this contract. The Government will deduct from the Contractor's invoice or otherwise withhold payment for any items of nonconforming service as specified below.

1. The Government may apply an inspection technique that covers all or part of the Work to either assess the Contractor's performance or determine the amount of payment due or both. The defect rate for the purpose of assessing the Contractor's performance will be the sum of all defects observed during the course of the work, expressed as a per defect basis for the month. (The defect rate will not be extrapolated to the total population of work items to determine payment due.) The Quality Level is 100% minus the defect rate. If the quality level does not meet or exceed the Acceptable Quality Level (AQL) in the Performance Requirements Summary (PRS), the Contractor's quality control is considered unsatisfactory. Failure to consistently maintain adequate quality control can result in termination for default.



2. A contract requirement may be composed of several subtasks called work requirements. A contract requirement may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the work requirements. In those cases, deductions may still be taken from the Contractor's invoice. In addition to all of the rights the Government may have, the Government shall, for partially completed work, make the deductions, as set forth below.

B. The Government will give the Contractor written or verbal notice of deficiencies prior to deducting for non-performed or unsatisfactory work. Therefore:

1. In the case of non-performed work, the Government

- a. Will deduct from the Contractor's invoice all amounts associated with such non-performed work as established by the PRS or as provided by other provisions of this contract, unless the Contractor is permitted or required to perform pursuant to paragraph b. below and satisfactorily completes the work;
- b. May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the COTR; or
- c. May, at its option, perform the services by Government personnel or other means.

2. In the case of unsatisfactory work, the Government

- a. Will deduct from the Contractor's invoice all amounts associated with such unsatisfactory work as established by the PRS or as provided by other provisions of the contract; unless the Government afforded the Contractor an opportunity to re-perform pursuant to paragraph b. below and satisfactorily completes the work;
- b. May, at its option, afford the Contractor an opportunity to perform the unsatisfactory work within a reasonable period subject to the discretion of the COTR; or
- c. May, at its option, perform the services by Government personnel or other means.

C. Should the Government elect options B.1.a, B.1.b., B.2.a, or B.2.b above, the Government may, at its sole discretion, elect to not assess additional remedies if: (1) the Contractor is working in good faith with the Government to correct the problem(s) in the future; (2) the Contractor does not have a repetitive trend of non-performed and unsatisfactory work for the same requirements.

D. Should the Government elect B.1.c. or B.2.c. above, the Government will reduce the contract payment by the amount paid to any Government personnel (based on wages,

retirement and fringe benefits) plus material, or the actual costs of other means that accomplished the services.

E. Where the Government exercises its options in B.1.b. or B.2.b., the Contractor's original inspection results shall not be modified upon re-inspection. Instead, any payment reduction shall be offset by a credit for satisfactory re-performance.

F. The Government's exercise of rights under this clause shall not preclude either (1) single occurrences of such nonperformance or unsatisfactory performance, or (2) multiple occurrences of nonperformance or unsatisfactory performance, regardless of whether deductions were taken, from being grounds for termination in accordance with the clause FAR 52.249-8, "Default (Fixed-Price Supply and Service)", in Section I.

(End of Clause)

#### **E.4 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES FOR IDIQ WORK**

A. The Contractor is responsible to fulfill the performance requirements of this contract. The Government will withhold payment for any IDIQ work that does not conform to the requirements specified. The Government will give the Contractor written notice of deficiencies by copy of an evaluation report or other applicable documentation.

B. Should the Government be required to perform the deficient service by other means, the Government will reduce the contract payment by the actual cost of the other means that accomplished the service.

C. The Government's exercise of rights under this clause shall not preclude either (1) single occurrences of such nonperformance or unsatisfactory performance, or (2) multiple occurrences of nonperformance or unsatisfactory performance, regardless of whether deductions were taken, from being grounds for termination in accordance with the clause 52.249-8, "Default (Fixed Price Supply and Service,)" in Section I.

(End of Clause)

#### **E.5 CONTRACTORS SELF- EVALUATION OF PERFORMANCE**

Contractor's Self-evaluation of Performance (Ref. DRD No. 1237 MA-003) shall be submitted monthly, 10 days after the end of each month being reported along with the contractor's properly certified invoice, complete with backup and analyses for all work completed in performance of this contract. For each instance where the Contractor is found to be inaccurate in the Contractor's monthly self-evaluation, a unilateral deduction of \$500 will be deducted from the Contractor's total monthly invoice. Performance evaluation meetings will be conducted Quarterly by the COTR to discuss deficiencies and any performance improvements as appropriate.

(End of Clause)

**E.6 PERFORMANCE REQUIREMENTS SUMMARY**

The Contract Requirements listed in Attachment J-7, Performance Requirements Summary (PRS) summarize specific firm fixed price and IDIQ tasks that are to be performed under this contract. The Performance Requirements associated with each Contract Requirement are as shown in the PRS and include:

- A. Required Service. A listing in column 1 of required services as identified in the PWS.
- B. Performance Standard. A narrative summary of the expected service level for each required service listing. The performance standard for each required service is identified in column 2.
- C. Acceptable Quality Level (AQL). The AQL for each Work Requirement is identified in column 3 of the PRS. The AQL is the quality rate for a monthly population of services which, when not met, indicates that the Contractor's quality control is unsatisfactory. Deductions will be taken for all defects in accordance with clauses E.3 and E.4 (with appropriate credit for rework). The AQL is expressed as a percentage of the total population per period of time or as a number acceptable products per period of time.
- D. Method of surveillance. Identified in column 4.
- E. Deduction. Identified in column 5.

(End of Clause)

**[END OF SECTION]**

## SECTION F - DELIVERIES OR PERFORMANCE

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

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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None included by reference.

(End of Clause)

### F.2 MSFC 52.237-91 PLACE OF PERFORMANCE (FEB 2001)

The Contractor shall perform the work under this contract at MSFC, surrounding areas within a 50 mile radius, other areas identified in the PWS, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

### F.3 PERIOD OF PERFORMANCE

(a) The period of performance of this contract shall be from November 1, 2008 through October 31, 2009.

(b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

<u>Option No.</u>	<u>Period of Performance</u>
1	November 1, 2009 – October 31, 2010
2	November 1, 2010 – October 31, 2011
3	November 1, 2011 – October 31, 2012
4	November 1, 2012 – October 31, 2013

(End of clause)

**F.4      PHASE-IN AND PHASE-OUT**

- (a) Contractor Phase-In. Phase-In activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services. 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. The Contractor shall have up to 21 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.
- (b) The Government requires phase-in costs to be priced separately. A separate Purchase order [utilizing Simplified Acquisition Threshold (SAT) procedures] obligating up to 21 calendar days of start up and phase-in effort will be issued.
- (c) On November 1, 2008 the Contractor shall assume full responsibility for the effort described in the PWS. During phase-in the Contractor shall:
  - (1) Participate in meetings with the predecessor contractor(s) to identify and discuss problems or areas requiring attention during the phase-in period; and
  - (2) 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 1237SA-001); 2) Badged Employee and Remote IT user Listing (see DRD 1237MA-011); and 3) Position Risk Designation for Non-NASA employees (see DRD 1237MA-013); and 4) qualified staff available, badged (in accordance with the Personal Identity Verification (PIV) Procedures provided in Attachment J-11) and ready to assume performance.
- (d) 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.
- (e) The total Firm-Fixed-Price of the 21-day phase-in period is
  - i. (b)(4)



- (f) Contractor Phase-Out. Phase-out activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services. Prior to contract completion, a successor contractor(s) may be selected to perform the work IDIQ 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. Upon written notice by the Contracting Officer, the Contractor shall conduct phase-out activities for up to 21 calendar days in accordance with FAR 52.237-3, Continuity of Services. Upon Completion of Phase-Out, at the Government's option, the Contractor will be required to furnish to the Government, at no higher than vendors invoice price, all remaining medical and office supplies that were Contractor procured.

(End of clause)

#### **F.5 VARIATION IN QUANTITY (LUMP SUM)**

A. If the furnished or delivered quantity of items in the table below varies on an annual basis more than twenty (20) percent above or below the number of services listed, an equitable adjustment in the Lump Sum price (upward or downward) shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 120 percent or below 80 percent of the number of services.

Service Provided	PWS Reference	Number Provided Annually
Patient Exams (e.g. Part I and Part II, treadmill, mammogram)	3.1	8150
Injections: Flu	3.1.9	2500
Injections: Others	3.1.4	3000
Industrial Hygiene: Inspection\Surveys	4.1	800
Industrial Hygiene: Asbestos Activities	4.1.7	1000
Industrial Hygiene: Monitoring and Analysis	4.1	1250
Health Physics Activities	5.1	1150
Respiratory Protection Program Activities	6.1	6700

B. For purposes of determining the applicability of this clause, the following shall not be included in the count of services performed, or item delivered:

- (1) any services or items which the Contractor is required to provide to remedy the consequences of any act or omission on the part of the Contractor, or its agents, employees, or subcontractors, or
- (2) any items or services which the Contractor performs or delivers in order to support its own operations (rather than satisfy the requirements of this contract). Examples under category (1) include any repair or restorative work which might be required due to the negligence of Contractor employees; examples under category (2) include services expended by the Contractor to move or relocate its personnel on-site, and the acquisition of equipment and supplies to

accommodate the needs of the Contractor's employees.

(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)

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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None included by reference.

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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None included by reference.

(End of Clause)

### G.2 1852.242-70 TECHNICAL DIRECTION (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270.

"Technical direction" means a directive that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract to the Contractor

(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) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 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 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY  
(DEVIATION) (SEPTEMBER 2007)**

(a) The Government property described in paragraph (c) of this clause may 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 unless authorized by the contracting officer under (b) (1) (iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100, NASA Materials Inventory Management Manual

NASA Procedural Requirements (NPR) 4200, NASA Equipment Management Procedural Requirements

NASA Procedural Requirement (NPR) 4300, NASA Personal Property Disposal Procedural Requirements

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

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and 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, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed 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 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.



(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause 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.

(c) The following property and services are provided if checked.

X (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

X (2) Office furniture.

X (3) Property listed in Attachment J-5.

(ii) 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.

(iii) 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.

X (4) Supplies from stores stock.

X (5) Publications and blank forms stocked by the installation.

X (6) Safety and fire protection for Contractor personnel and facilities.

X (7) Installation service facilities: MSFC.

X (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

X (9) Cafeteria privileges for Contractor employees during normal operating hours.

X (10) Building maintenance for facilities occupied by Contractor personnel.

X (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

#### **G.4 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (DEVIATION) (SEP 2007)**

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

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

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

- (1) Item Description.
  - (2) Unique Identification Number (License Tag).
  - (3) Unit Price.
  - (4) An explanation of the data used to make the unique identification number.
- (d) For items physically transferred under paragraph (a) the following additional data is required:
- (1) Date originally placed in service.
  - (2) Item condition.
  - (3) Date last serviced.
- (e) The data required in paragraphs (c) and (d) shall be delivered to the NASA center receiving activity listed below:
- NASA/George C. Marshall Space Flight Center
- (f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

**G.5 1852.245-75 PROPERTY MANAGEMENT CHANGES (DEVIATION)**  
**(SEPTEMBER 2007)**

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator and Industrial Property Officer (IPO), prior to making the change whenever the change --

- (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
- (2) Alters physical inventory timing or procedures;
- (3) Alters recordkeeping practices;
- (4) Alters practices for recording the transport or delivery of Government property; or
- (5) Alters practices for disposition of Government property.

(b) The Contractor shall contact the IPO at:

Tracy Helmick/Industrial Property Officer, MSFC, AL 35812  
 Phone: (256) 544-5272, Email: tracy.a.helmick@nasa.gov

(End of clause)

**G.6 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY**  
**(DEVIATION) (SEPTEMBER 2007)**

(a) In addition to physical inventory requirements under the clause at FAR 52.245-1, Government Property, the Contractor shall conduct annual physical inventories for individual property items with an acquisition cost exceeding \$100,000.

- (1) The Contractor shall inventory --
  - (i) Items of property furnished by the Government;
  - (ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245-1;
  - (iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and
  - (iv) Complete but undelivered deliverables.
- (2) The Contractor shall use the physical inventory results to validate the property record data, specifically location, condition and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.

(b) Unless specifically authorized in writing by the NASA Industrial Property Officer (IPO), the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from the NASA IPO, when all of the conditions in either (1) or (2) below are met.

- (1) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader, and
  - (i) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory; and
  - (ii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.
- (2) The Contractor has limited quantities of property, limited personnel, or limited property systems; and,
  - (i) The Contractor provides written confirmation that the Government property exists in the recorded condition and location; and
  - (ii) The items continue to be used exclusively for performance of the contract or as otherwise authorized by the Contracting Officer.

(3) The Contractor shall submit the request to the cognizant property administrator and obtain approval from the IPO prior to implementation of the practice.

(c) The Contractor shall report the results of the physical inventory to the property administrator and the NASA Industrial Property Officer within 10 calendar days of completion of the physical inventory. The report shall --

- (1) Provide a summary showing number and value of items inventoried; and
- (2) Include additional supporting reports of --
  - (i) Loss, damage or destruction, in accordance with the clause at 52.245-1, Government Property;
  - (ii) Idle property available for reuse or disposition; and
  - (iii) A summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.

(d) The Contractor shall retain all physical inventory records, including records of all

transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

(End of clause)

**G.7 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION  
(DEVIATION) (SEPTEMBER 2007)**

(a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

(b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

(c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.

(d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: the contract that provided the property, the responsible contracting officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges, and the contact information for the responsible Government contracting officer. The offeror shall provide proof that such use was authorized by the responsible contracting officer.

(e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

(f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost.

(g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment: will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall be in list form, parts shall be grouped by and identify the end item or system and shall include all descriptive information, manufacturer, model, part, catalog or other identification numbers (when available), quantities required, and estimated unit costs.

(h) Existing available Government property listed in the provision at 1852.245-81 is provided "as is". NASA makes no warranty regarding its performance or condition. The offeror uses this property at its own risk and should make its own assessment of the property's suitability for use. The equitable adjustment provisions of the clause at 52.245-1, Government Property, are not applicable to this property. The offeror must obtain the Contracting Officer's written approval

before acquiring replacement property when it intends to charge the cost directly to the contract.

(i) Existing Government property may be reviewed at the following locations, dates, and times:

Per clause G.11, the Government and the Contractor shall conduct a joint inventory of all facilities and equipment to be made available to the Contractor during the phase-in period.

(End of provision)

**G.8 18.52.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY (DEVIATION)**  
**(SEPTEMBER 2007)**

- (a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-1, Government Property. The offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property.

Item Description	Acquisition Date	Acquisition Cost	Quantity	If equipment		
				Manufacturer	Model	Serial Number
See Attachment J-5						

- (b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-2, Government Property Installation Operation Services. The offeror shall notify the Government of its intention to use or not use the property.

Item Description	Acquisition Date	Acquisition Cost	Quantity	If equipment		
				Manufacturer	Model	Serial Number
Not Applicable						

- (c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

(End of provision)

**G.9 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (DEVIATION)**  
**(SEPTEMBER 2007)**

- (a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, the



Contractor shall comply with the following in performance of work in and around Government real property:

- (1) NPD 8800.14, Policy for Real Property Management.
- (2) NPR 8831.2, Facility Maintenance Management

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of Clause)

#### **G.10 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (MSFC 52.204-90) (JUL 2006)**

(a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be by MSFC Form 1739, "MSFC Contractor Badge/Decal Application." Requests for badging shall be submitted to the appointed Contracting Officer Technical Representative for completion and approval prior to processing by the MSFC Protective Services Department.

(b) The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," prior to finalization of employment termination.

(c) Requests for copies of MSFC Forms 383-1, and 1739 shall be directed to the MSFC Protective Services Department, Marshall Space Flight Center, Alabama 35812.

(End of Clause)

#### **G.11 JOINT INVENTORY**

(a) The Contractor shall conduct a joint inventory with the Government of all facilities and equipment to be made available to the Contractor during the phase-in period. This inventory will not be the cause of an adjustment in contract price. During the inventory,

the Contractor shall determine which items they choose to accept for use under this contract and the exact quantity, condition, and serviceability of those items. Items not desired for use by the Contractor shall be identified by written notification on completion of the phase-in period. Equipment not desired shall be staged by the Contractor at an on-site location indicated by the Contracting Officer for Government pick-up within 30 days after the end of the phase-in period. The Contractor shall prepare an electronic inventory listing (jointly approved by the Government and the Contractor) and maintain the inventory in a current status for the initial contract term and for any option years. The Contractor shall submit to the Contracting Officer an electronic inventory listing whenever changes occur. The Contractor shall provide a report electronically or in hardcopy format of inventory discrepancies as they are discovered or suspected.

(b) The Contractor shall conduct a joint inventory with the Government of all facilities and equipment to be made available to the Contractor one (1) month prior to expiration of the base contract year and each option year to ensure no discrepancies exist.

(c) The Contractor shall, at the completion of the contract (including option period, if any), return the same property equal in type, kind, quality, and quantity of items as originally made available by the Government and accepted by the Contractor, exclusive of those items of equipment turned over to the Government for disposal during the course of performing the contract. At contract termination, the Contractor shall return all Contractor replaced equipment for which title was vested in the Government. Such property shall be in the same or better condition as when originally made available except for normal wear and tear.

(d) The Government will make available to the successor the residual Government-owned inventory of the supplies and materials utilized during the previous contract period. During the joint inventory, the contractor shall identify those items desired for use on this contract and a cost adjustment to the contract value will be negotiated.

(End of Clause)

## **G.12 CAPITAL ASSET RECOGNITION**

The contractor shall be required in accordance with NASA Interim Directive NID-9250, dated September 30, 2007, to track, report, and separately identify capital assets on the contractor's invoice. In accordance with NFS 1852.245-70, contractors must obtain approval from the Contracting Officer prior to purchasing or beginning fabrication of any Plant Property and Equipment (PP&E) with an anticipated total acquisition cost greater than \$100,000 that is not specifically identified in their contract. PP&E is defined as tangible assets, including land, that meet the following criteria: (1) have estimated useful lives of 2 years or more, (2) are not intended for sale in the ordinary course of operations, and (3) have been acquired or constructed with the intention of being used or being available for use by the entity.

(End of Clause)

**G.13 CONSIDERATION AND PAYMENT**

A. Lump Sum (Firm Fixed Price) Work - The Contractor shall be paid for the work called for in Attachment J-1, identified as Lump Sum work, as set forth in Clause B.3.A. Payment for completed Lump Sum work, minus any deductions made pursuant to the Consequences of Contractor's Failure to Perform Required Services Clause in Section E, shall be made monthly upon submission of Contractor's properly certified invoices. The Contractor shall submit a monthly Self-Evaluation of Performance (See Clause E.5). Deductions for nonconforming work shall be taken on a monthly basis from the Contractor's invoice. The Contractor's Self-Evaluation will be considered by the Government in its monthly evaluation of nonconforming work.

B. IDIQ Work – The Contracting Officer (CO) will issue Task Orders for services to be performed under IDIQ work (in accordance with Clause H.2). The Contractor shall be paid for the effort as ordered and satisfactorily completed, upon submission of properly certified invoices, containing Contract Number, MSFC Delivery Order number, services provided, and dates/periods covered minus any deductions made pursuant to the Consequences of Contractor's Failure to Perform Required Services Clause in Section E. The Contractor's Self-Evaluation will be considered by the Government in its monthly evaluation of nonconforming work. All charges for IDIQ work shall be invoiced the first week of the month following the month in which such charges were accrued.

C. Lump Sum Work and IDIQ Work charges shall be tracked separately and invoiced separately. Separate invoices for Lump Sum Work and IDIQ Work shall be submitted in triplicate to:

NASA Shared Services Center - FMD Accounts Payable  
Bldg. 1111, C. Road  
Stennis Space Center, MS 39529

An information copy shall be furnished to the following:

NASA/MSFC  
Attn: Allen Elliott/AS10  
MSFC, AL 35812

AND

NASA/MSFC  
Attn: Ketela Helton/PS32  
MSFC, AL 35812

D. Satisfactory performance of service and delivery of items for the Lump Sum portion as well as the IDIQ portion, as called for in this contract, shall be certified by the COTR or his/her designee, and provided to the Contracting Officer.

(End of Clause)

**[END OF SECTION]**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
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None included by reference.

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

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
1852.208-81	Restrictions on Printing and Duplicating	NOV 2004
1852.242-72	Observance of Legal Holidays (Alternate I)	AUG 1992

(End of Clause)

### H.2 1852.216-80 TASK ORDERING PROCEDURE (ALTERNATE I) (OCT 1996)

(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 30 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.
  - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
  - (7) Delivery/performance schedule including start and end dates.
  - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 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.
- (i) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:
- (1) Contract number, task order number, and date of order.
  - (2) Task ceiling price
  - (3) Cost and hours incurred to date for each issued task.
  - (4) Costs and hours estimated to complete each issued task.
  - (5) Significant issues/problems associated with a task.
  - (6) Cost summary of the status of all tasks issued under the contract.

(End of clause)

### **H.3 1852.223-70 SAFETY AND HEALTH (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.4 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)**

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

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

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of Clause)

**H.5 1852.225-70 EXPORT LICENSES (FEB 2000)**

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at MSFC, where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

**H.6 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)  
(MARCH 1989)**

- (a) Of the total price of items identified as FFP (Lump Sum), the sum of **\$264,880** 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**

Amounts **TBD**

- (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 **December 1, 2008**.

(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.7 1852.235-71 KEY PERSONNEL AND FACILITIES (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.

Key Personnel: (b)(4)

(End of Clause)

#### **H.8 MSFC 52.223-90 ASBESTOS MATERIAL (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.9 MSFC 52.223-91 HAZARDOUS MATERIAL REPORTING (AUG 2005)**

(a) If during the performance of this contract, the Contractor transports or accepts delivery of 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 Marshall Space Flight Center, the hazardous material shall be processed through MSFC Central Receiving to be bar-coded for inventory. Chemical containers shall be managed in accordance with the provisions of MWI 8550.5, "Chemical Management." The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.

(b) 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 clauses regarding hazardous materials, which may be contained in the order.

(End of clause)

#### **H.10 MSFC 52.223-92 ENVIRONMENTAL - GENERAL CLAUSE (DEC 2006)**

NASA/Marshall has developed and maintains an Environmental Management System, in accordance with Executive Order 13148, to support and implement its environmental policy of: "Enabling Marshall's mission through environmental compliance and stewardship and by providing a safe and healthful workplace." (MPD 8500.1, "MSFC Environmental Policy").

Contractors performing on-site shall comply with all applicable Environmental policies and procedures including, but not limited to, MPD 8500.1 and MPR 8500.1, "MSFC Environmental Management Program." MSFC contractors requiring on-site activities that could potentially impact the environment shall be responsible for following all established NASA/Marshall environmental procedures. These procedures and other applicable policies and procedures are available by contacting the NASA/Marshall Environmental Engineering & Occupational Health Office. Failure to comply with environmental policies and procedures, may result in damage to the environment, and could potentially result in regulatory penalties against NASA and/or the Contractor, and Contractor loss of access to NASA/Marshall facilities.

(End of clause)

**H.11 MSFC 52.223-93 ADVANCE NOTIFICATION OF CONTRACTOR EMPLOYEE WORKFORCE INCIDENTS (FEB 2008)**

The Contractor agrees to coordinate with the Investigations Unit Lead Investigator in the MSFC Protective Services Office before taking any action to discipline or involuntarily terminate any of its onsite employees. In addition, the Contractor agrees to immediately notify the Investigations Unit Lead Investigator in the MSFC Protective Services Office if any of its employees exhibit any established indicators of potentially violent behavior.

(End of Clause)

**H.12 MSFC 52.223-94 SAFETY PERFORMANCE EVALUATION, EVALUATION CRITERIA, AND PERFORMANCE RECOGNITION (FEB 2008)**

**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 and Health Plan and applicable Data Requirement Documents (DRD) are met. Contractor safety performance evaluation will be based on the MSFC safety program elements. The Contractor shall conduct an annual self-evaluation based on these criteria. The Contracting Officer (CO)/ Contracting Officer Technical Representative (COTR), in coordination with the MSFC Industrial Safety Branch, will validate the Contractor's self-evaluation.

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

For the purpose of assessing the annual score, the Contractor and the CO/COTR, in coordination with the MSFC Industrial Safety Branch, will reach a mutually agreeable determination based on the metrics reflected in the attachment. In cases where the Contractor and 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 CO 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-3 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Deviations from the matrix criteria may be made, for cause, and must be approved by the COTR, CO and Government Safety Representative. It should be noted that Element 1 has a management and an employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point.

## MANAGEMENT COMMITMENT AND EMPLOYEE INVOLVEMENT HAZARD PREVENTION AND CONTROL

(ELEMENT 1)	(ELEMENT 3)
Documented Safety Policy and Goals	Hazard Identification Process
Safety Committees	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)	
Annual Evaluation	

(ELEMENT 2)	(ELEMENT 4)
<b>System And Worksite Hazard Analysis</b>	<b>Safety and Health Training</b>
Complete And Update Baseline Surveys	Employee
Perform Analysis Of New Work	Supervisor
Job Hazard Analysis/ Process Review	Manager
Self-Inspections	
Employee Hazard Reporting	
Mishap/Close Call Investigation	
Injury/Illness Rates	

### 3. PERFORMANCE RECOGNITION.

Contractor performance will be recognized as follows:

<b>Level I</b> - Annual rating score of $\geq 36$ and a Lost Time Case Rate (LTC) $\leq$ 50% of the LTC for the applicable North American Industry Classification System (NAICS) rate.	<i>Formal award with public recognition.</i> <i>Appropriate past performance referrals</i> <i>provided.</i>
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**Exception:** *Contractors with less than 100 employees located onsite MSFC.* To be rated in Level I, the contractor shall have no lost time injuries during the past year.



<b>Level II</b> - Annual rating score of $\geq 28$ based on the annual assessment score, and a LTC < the applicable NAICS 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 MSFC. To be rated in Level II, the contractor shall have no more than one lost time injury during the past year.

<b>Level III</b> - Annual rating score of $\leq 16$ or a LTC NAICS rate.	<i>Formal letter expressing concern.</i> <i>Corrective Action Plan requested.</i> <i>Data 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 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 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 annual self-assessment and assign numerical score to each element.
- Contractor self assessments will address compliance with their approved Safety and Health Plan.
- Contractor to have self-assessment validated by CO/COTR and Industrial Safety Branch.
- On an annual basis, the CO will apply contract incentives/recognition or consequences based on the average quarterly scores. The CO will make a determination annually 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-3. The Safety Performance Evaluation Summary is also located at Attachment J-3.

## **6. SAFETY METRIC REPORTING.**

The contractor shall report safety metrics to the extent specified in the contract.

## **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)

**H.13      APPLICABILITY OF SECTION CLAUSES TO SUBCONTRACTS**

In the event the Contractor enters into subcontract(s) for performance of any of the services required under the Performance Work Statement of this contract, the Contractor hereby agrees that, in addition to all other requirements, the intent and purpose of the following contract clauses will be incorporated in any such subcontract(s).

Title

G.3	Installation-Accountable Government Property
G.10	Contractor Employee Badging and Employment Termination Clearance
H.1	Observance of Legal Holidays
H.8	Asbestos Material
H.9	Hazardous Material Reporting
H.10	Environmental
I.8	Option to Extend the Term of the Contract
I.20	Minimum Insurance Coverage
Attachment J-6	Identification of Applicable Wage Determinations

(End of Clause)

**H.14      MANAGEMENT OF NASA-OWNED/CONTRACTOR -HELD RECORDS**

- (a) NASA-owned/Contractor held records shall be maintained by the contractor in accordance with NPR 1440.6, NASA Records Management; and NPR 1441.1, NASA Records Retention Schedules. The contractor shall obtain prior approval from the contracting officer to destroy or remove records subject to this clause. The contracting officer will provide direction to the contractor on when and what records to move or destroy.
- (b) NASA-owned/Contractor held records shall consist of documentation of contractor activities and functions necessary for the performance of this contract. These activities include the following: documentation of those day-to-day operating procedures that are essential to carrying out the PWS; organizational structure, policies, decisions, operation and activities necessary to perform or continue the work under this contract. Records that do not fall under the purview of this clause are those contractor records that relate exclusively to the contractor's internal business and that are of a general nature not specifically related to the performance of work under this contract, general policies and procedures. The contractor shall seek the contracting officer's determination as to which records are subject to this clause.
- (c) The contractor shall ensure the NASA-owned/Contractor held records are segregated from company-owned records and from non-records materials. This clause operates independently from and is not intended to affect, or be affected by, the provision contained in FAR 4.7, Contractor Record Retention, and the clauses referenced therein.
- (d) After obtaining direction and approval from the contracting officer, the contractor shall coordinate with the Records Manager at George C. Marshall Space Flight Center on matters requiring advice, such as marking and segregating such records, or technical assistance in all areas of management pertaining to such records.

(End of Clause)

#### **H.15 APPLICABLE MSFC REGULATIONS, OTHER LAWS AND REGULATIONS**

The Contractor and all its employees engaged in the performance of work under this contract shall observe and comply with all rules and regulations prescribed by the authorities at Marshall Space Flight Center and shall strictly comply with fire, safety, sanitation and security regulations. In addition, the Contractor shall obey and abide by and comply with Social Security, Workmen's Compensation and Unemployment Laws of the State as shall be applicable to the work hereunder and the Contractor shall obey and comply with all other Legislation, State and Federal Laws. A list of applicable regulations is included in Attachment J-9.

(End of clause)

#### **H.16 HOURS OF WORK**

Normal duty hours during which work may be performed are from 6:00 a.m. to 6:00 p.m., Monday through Friday. If the Contractor desires to work outside of the normal duty hours or on Saturdays, Sundays, or holidays, he shall request approval from the Contracting Officer, and allow ample time to enable satisfactory arrangements to be made by the Government for inspecting the work in progress.

(End of clause)

#### **H.17 ACCIDENTS**

In the event of an industrial type onsite accident resulting in the serious or fatal injury to a Contractor employee or employees, the following procedures shall be followed:

- (a) Notify by quickest means possible the Medical Ambulance Service and Medical Team (Telephone 911 or cellular phone 544-4357 for non-emergency 544-2390).
- (b) Notify the Safety Office (Telephone 544-0046).
- (c) Advise the Contracting Officer's Technical Representative.

All provisions of MWI 8620.1, entitled "Close Call and Mishap Reporting and Investigation Program" shall be complied with in order that necessary follow-up action can be accomplished.

(End of clause)

**H.18 CONTRACTOR FUEL PURCHASES**

The Contractor may purchase fuel (unleaded gasoline and diesel) from the Government for Contractor provided vehicles operated in conjunction with this contract. Fuel costs will be deducted from the contractor's invoices on a monthly basis. The contractor shall contact the COTR to ascertain fuel purchasing information. In order to purchase Government fuel, the Contractor shall use vehicles that comply with Executive Order 13149.

(End of clause)

**H.19 401K VESTING AGREEMENT**

(b)(4)



(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](http://ec.msfc.nasa.gov/msfc/msfc_uni.html)

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees Restrictions	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 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-15	Defense Priority and Allocation Requirements	SEP 1990
52.215-2	Audit and Records-Negotiation	JUN 1999
52.215-8	Order of Precedence-Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.219-6	Notice of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations on Subcontracting	DEC 1996
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003

52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEPT 2006
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEPT 2006
52.222-41	Service Contract Act of 1965	NOV 2007
52.222-43	Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts)	NOV 2006
52.222-50	Combating Trafficking In Persons	AUG 2007
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	DEC 2007
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-1	Buy American Act-Supplies	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice of Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data-General	DEC 2007
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
52.232-8	Discounts for Prompt Payment	FEB 2002
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
52.233-3	Protest After Award	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
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes Fixed-Price (Alternate II)	APR 1984
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property	JUNE 2007
52.245-9	Use and Charges	JUNE 2007
52.246-25	Limitation of Liability-Services	FEB 1997
52.247-63	Preference for U.S.-Flag Air Carriers	JUN 2003
52.247-68	Report of Shipment (RESHIP)	FEB 2006
52.249-2	Termination for Convenience of the Government (Fixed-Price)	MAY 2004
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

(End of Clause)

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
1852.203-70	Display of Inspector General Hotline Posters	JUN 2001
1852.219-74	Use of Rural Area Small Businesses	SEP 1990
1852.223-74	Drug and Alcohol-Free Workforce	MAR 1996
1852.227-14	Rights in Data - General	
1852.237-70	Emergency Evacuation Procedures	DEC 1988
1852.243-71	Shared Shavings	MAR 1997

(End of Clause)

I.2 **52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

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

(End of clause)

**I.3    52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

**I.4    52.216-18 ORDERING (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 the date of contract award through the end of contract performance.

(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.5     52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100, 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 \$250,000;

(2) Any order for a combination of items in excess of \$1,000,000; or

(3) A series of orders from the same ordering office within 365 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 5 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.6     52.216-22 INDEFINITE QUANTITY (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 one year of the expiration date of this contract.

(End of Clause)

**I.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the contract.

(End of Clause)

**I.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the end of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

**I.9 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUNE 2007)**

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

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract. (3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall represent its size status in accordance with the size standard in effect at the time of this representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardtopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following representation and submit it to the contracting office, along with the contract number and the date on which the representation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_. [*Contractor to sign and date and insert authorized signer's name and title*].

(End of clause)

**I.10 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING  
PAYMENT OF UNION DUES OR FEES (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 14<sup>th</sup> 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, 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.11 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES**  
**(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>Grades</u>	<u>Rates</u>
Medical Records Technician	GS-07	17.81
Nursing Assistant III (Administrative Support)	GS-03	11.45
EKG Technician	GS-04	12.85
Paramedic (Note: Position must be conformed to the SCA)	GS-09	21.78
Pneudraulic Systems Mechanic (Respirator Services Tech.)	WG-10	20.51
Radiologic Technician	GS-06	16.02
Registered Nurse II, Specialist (Case Manager)	GS-09	21.78

Registered Nurse II	GS-09	21.78
Registered Nurse III	GS-11	26.35
Scheduler (Medical, Drug, and Alcohol Testing)	GS-07	17.81

(b) Fringe Benefits (applicable to all classifications)

(1) Health and Insurance

Life, accident and health insurance and sick leave program, 25 percent of basic hourly rate.

(2) Holidays

- (A) New Year's Day
- (B) Martin Luther King's Birthday
- (C) President's Birthday
- (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) 4 hours of annual leave each 2 weeks for an employee with less than 3 years of service.
- (B) 6 hours of annual leave each 2 weeks for an employee with 3 but less than 15 years of service.
- (C) 8 hours of annual leave each 2 weeks for an employee with 15 or more years of service.

4. Retirement

1-1/2 percent of basic hourly rate plus Thrift Savings Plan plus Social Security.

(End of Clause)

**I. 12 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)**

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 15 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not



requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

\* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of Clause)



**I.13 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL  
CONTENT FOR EPA- DESIGNATED PRODUCTS (AUG 2000)**

Estimate of Percentage of Recovered Material Content for EPA-Designated Products (a) *Definitions.* As used in this clause- "**Postconsumer material**" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

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

- (b) The Contractor, on completion of this contract, shall-
- (1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and
  - (2) Submit this estimate to the Center Environmental Manager (or designee).

**(ALTERNATE I) (AUG 2000)**

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i) (2) (C)):

**Certification**

I, \_\_\_\_\_ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

\_\_\_\_\_  
[Signature of the Officer or Employee]

\_\_\_\_\_  
[Typed Name of the Officer or Employee]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Name of Company, Firm, or Organization]

\_\_\_\_\_  
[Date]

(End of Clause)

**I.14 52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE**  
**(JAN 1997)**

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$5,000,000.

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

(End of Clause)

**I.15 52.244-2 SUBCONTRACTS (JUNE 2007)**

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

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

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

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

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

Cost reimbursement subcontracts greater than or equal to \$100,000

Firm fixed price subcontracts greater than or equal to \$250,000

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

TBD

(End of clause)

**I.16 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

- A. The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- B. The use in this solicitation or contract of any NASA FAR Supplement clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

**I.17 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (MAY 2008) (Deviation)**

(a) The Contractor shall be responsible for information and information technology (IT) security when –

- (1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or
- (2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The

security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or



assumes the responsibility for the security and administrative controls of that service.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall –

- (i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);
- (ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and
- (iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

- (i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.
- (ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly

modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a –

- (i) Current or recent national security clearances (within last three years);
- (ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or
- (iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) 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.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts

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

(End of clause)



**I.18 1852.215-84 OMBUDSMAN (OCT 2003) (ALTERNATE I) (JUN 2000)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the 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, Robin Henderson, MSFC Associate Director, Mail Code DE01, (256) 544-1919, facsimile (256) 544-7920, e-mail 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.19 1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)**

(a) Definitions.

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

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

**"Small disadvantaged business concern,"** as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged

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

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

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

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

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

(End of Clause)

## **I.20 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)**

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

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the

United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

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

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

(End of Clause)

#### **I. 21 1852.237-72 ACCESS TO SENSITIVE INFORMATION (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 which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

- (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
- (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
- (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
- (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
- (6) Obtain a written affirmation from each employee that he/she has received and will comply

with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

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

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

## **I.22 1852.237-73 RELEASE OF SENSITIVE INFORMATION (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 1852.237-72, Access to Sensitive Information.

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

Mark the title page with the following legend:

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

The information subject to this restriction is contained in pages *[insert page numbers or other identification of pages]*.

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

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

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

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

- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
- (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

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

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

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

(End of Clause)

### **I.23 MEDICAL RECORDS CONFIDENTIALITY**

This contract deals with medical records and conditions of patients and the resulting confidential medical information shall be held in confidence in accordance with all applicable laws and regulations.

(End of Clause)

### **I.24 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 - LIST OF ATTACHMENTS**

<b><u>Attachment No</u></b>	<b><u>Description</u></b>	<b><u>Pages</u></b>
1	Performance Work Statement	J-1-1/J-1-28
2	Data Procurement Document	J-2-/J-2-38
3	Safety Health Management Implementation Guide and Assessment Matrix	J-3-1/J-3-4
4	Government Property Management Plan	J-4-1
5	Listing of Government Provided Property	J-5-1/J-5-6
6	Wage Determination	J-6-1/J-6-10
7	Performance Requirements Summary	J-7-1/J-7-7
8	Safety and Health Plan	J-8-1
9	Applicable Regulations, Procedures, and Documentation	J-9-1/J-9-4
10	IDIQ Task Order Process Flow Chart	J-10-1
11	Personal Identity Verification (PIV) Procedures	J-11-1/J-11-4
12	Schedule of Fully Burdened IDIQ Labor Rates	J-12-1
13	Occupational Health Services Staff Education, Certification and Licensing Requirements	J-13-1/J-13-4
14	Acronym List	J-14-1/J-14-3
15	Conflict Management and Workplace Violence Prevention Guidelines	J-15-1

**[END OF SECTION]**



## **PERFORMANCE WORK STATEMENT FOR OCCUPATIONAL HEALTH SERVICES**

### **1.0 INTRODUCTION**

The George C. Marshall Space Flight Center has a general requirement for the management of the Occupational Health Services which includes occupational medicine, industrial hygiene, respiratory protection and radiation safety services at the Marshall Space Flight Center (MSFC). This requirement includes providing the necessary management, resources, all supplies (e.g., office, clinical, medical, industrial hygiene, health physics, respiratory protection services), materials, office, analytical/laboratory support and personnel (not otherwise provided by the Government) to perform the total effort.

The performance of this PWS will require the following:

- (a) Contractor personnel to process, update, and maintain information on current employees,
- (b) Contractor personnel to utilize Government provided information systems
- (c) Contractor personnel to plan, furnish, and manage the resources required to provide quality, timely, and cost effective occupational health services to MSFC, and
- (d) Contractor personnel to provide the necessary expertise and capabilities required to continuously maintain an occupational health operation which complies with all federal, state, local, and NASA regulatory standards and meets all necessary parameters to ensure that the MSFC is a healthy work environment for all of its personnel.

The Government will provide computers to appropriate contractor personnel supporting this contract. The Government will provide maintenance and support for all Government furnished software and hardware unless otherwise specified. The Government will provide all maintenance and administration of the onsite network infrastructure. The Government may at any time access and review any information contained therein. The information, including changes made under this contract, is Government property, for the exclusive use of the Government, and may not be transferred to another location, in any form, or used by the Contractor for any purpose except for work performed under this contract.

## **2.0 OCCUPATIONAL HEALTH SERVICES GENERAL REQUIREMENTS**

### **2.1 Lump Sum FFP Requirements**

#### **2.1.1 General**

- (a) The contractor shall ensure personnel supporting this contract meet the education, certification, and licensing requirements as defined in attachment J-13.
- (b) The Contractor shall participate in, or lead, MSFC Safety, Health, and Environmental (SHE) committees and/or subcommittees as directed by the COTR. Participation may include such activities as chairing, organizing, coordinating, or providing administrative support for action tracking and resolution.
- (c) The contractor shall support the MSFC Marshall Team Meeting (Center Director's monthly SHE Staff Meeting) as directed by the COTR.
- (d) The Contractor shall provide administrative and technical support for periodic internal and external program audits including but not limited to those by NASA Headquarters (HQ) Office of the Chief Health and Medical Officer (OCHMO), NASA HQ Safety or Environmental Functional Reviews, and other outside agencies. The Contractor shall also prepare audit reports and follow up reports to respond to any audit findings.
- (e) The Contractor shall recommend improvements to enhance MSFC occupational and preventive health programs, and review Federal, State, and NASA documents, and trade publications to determine applicability and impact of any new or proposed regulations or best practices on operations, alert the COTR, in writing, of regulation and program changes affecting this contract, and recommend an implementation plan for identified changes.
- (f) The Contractor shall be ISO 9001:2000 certified (registered) specifically for this contract within one year of the effective date of the contract or as approved by the COTR.
- (g) The Contractor shall inform the COTR of any medical equipment deterioration and the need for replacement or repairs on Government Furnished Equipment.
- (h) The Contractor shall provide services during the following hours of operation:
  - i The regular hours of operation for Occupational Health Services, including Respiratory Protection Services will be conducted within normal duty hours Monday through Friday. Normal duty hours are defined as a 5-day week, Monday through Friday (excluding Federal holidays), 8 hours per day between 6 a.m. and 6 p.m.
  - ii The Medical Clinic will be open from 7 a.m. to 3:30 p.m. Monday through Friday (excluding Federal holidays).

- iii On an as-needed basis, Occupational Health personnel will be required to report to duty outside normal duty hours to perform inspections of areas containing hazardous materials such as asbestos or lead where prior or on-going activities may have disturbed the material. The exact time for reporting to work will be dependent on the extent of the inspection(s) required, on any given day, outside the normal duty hours. Further, in the event of a hazardous chemical spill or other environmental health related mishaps Occupational Health personnel may be required to participate as a member of the response team outside normal duty hours.
  - iv Ambulance services will be provided 7 days a week, 24 hours each day. Coverage for weekdays (excluding Federal holidays) 7 a.m. to 5 p.m. will be accomplished onsite to ensure a maximum response time of 4-minutes (from time of call received to time arrived at scene) exclusive of the 8000 area where the response time will not exceed 15 minutes. Coverage for weekdays 5 p.m. through 7 a.m., weekends, and holidays will be accomplished to ensure a maximum response time of 15 minutes. Onsite standby service will be provided during Center sponsored activities, such as test operations, and incidents such as chemical spills or fires. These may occur during normal or after hours. More than one vehicle may be required for this service.
- (i) The Contractor shall ensure applicable personnel attend appropriate continuing education courses, conferences, and/or seminars annually, or as required, to maintain competency, technical skill, and certification requirements.
  - (j) The Contractor shall participate and support Center special activities such as Annual Safety Day and Health and Fitness Expo.
  - (k) The Contractor shall maintain electronic document records of all written products, administrative, and operational procedures required for the implementation of their OH functions such as internal operating procedures, reports, records of employee certification and training, fieldwork records, and other auditable activities.
  - (l) The contractor shall participate in NASA Headquarters OCHMO sponsored Video Teleconference Seminars (VITS); training as appropriate on a variety of occupational health topics; support special Headquarters' requirements for data collection; and support/participation in periodically targeted health topics, such as Solar Safe, Blood Pressure Month, Ergonomics.
  - (m) The Contractor shall update and maintain the content for the Occupational Health Web site with information that includes, but is not limited to, current health topics, applicable links, and sampling data; provide required responses to MSFC question/answer forums such as "Dr. Know", "IDEAS", and the SCRS program; and maintain the occupational health library.

- (n) The contractor shall update and maintain the content for the Occupational Health Web site to provide customer satisfaction feedback.

- (o) The contractor shall attend the annual NASA OCHMO sponsored occupational health conference. As a minimum, attendees shall be a Nurse, Physician and an Industrial Hygienist. The conference is one week and takes place in the continental U.S., normally in the vicinity of a NASA Center.
- (p) The contractor shall ensure applicable employees maintain membership in appropriate professional organizations.
- (q) The Contractor shall fully cooperate with other contractors and Government employees and shall carefully adapt scheduling and performance of work under this contract to accommodate the work by others, heeding any direction that may be provided by the COTR.
- (r) The Contractor, prior to performing any work in a building, shall coordinate and schedule work with the customer(s) of the facility or area being affected.
- (s) The Contractor and their employees shall become acquainted with and comply with all applicable Government directives, instructions, policies, and regulations, or abide by requirements as directed by the COTR.
- (t) The Contractor shall ensure that their employees know how to report any accident, fire, toxic chemical, electrical, security, flooding, or police emergency.
- (u) The Contractor shall post emergency telephone numbers at the job site. Report all emergencies by dialing 911 for ambulance, fire, security, or environmental mishaps. The Protective Services Control Center (PSCC), also known as Security, operates 24 hours a day, 7 days a week and may also be reached for assistance at 544-4357, Option 1
- (v) The Contractor shall provide all safety and personal protective equipment required to perform the work specified in this contract. All work shall be conducted in a safe manner and shall comply with all safety and health directives, instructions, policies, and regulations and any revisions, updates, or successor documents as listed in this contract.
- (w) The Contractor shall demonstrate proactive and innovative safety and health practices on a continual basis throughout the contract period.
- (x) The Contractor's workspace may be inspected periodically for OSHA and NASA violations. Abatement of violations will be the responsibility of the Contractor as determined by the Government. The Contractor shall provide assistance to applicable NASA/MSFC organizations, investigative organizations, and the OSHA inspector if a complaint is filed or an investigation or inquiry is initiated on a company employee.
- (y) The Contractor shall report to the COTR and the MSFC Industrial Safety Office, exposure from any substance, possible exposure from any substance, and all accidents resulting in death, trauma, occupational disease, bodily injury, or environmental damage.

- (z) The Contractor shall submit to the COTR, the appropriate Property Support Assistant, and the Protective Services Office a full report of all instances of loss, damage, destruction, and theft of Government property. All damage reports shall be submitted within 24 hours of the occurrence. Suspected incidents of vandalism or purposeful destruction of property shall be reported to the Protective Services Control Center for investigation.
- (aa) The Contractor shall comply with all NASA and local security requirements. The Contractor shall submit the name and address of each employee hired for work on this contract upon request of the COTR. 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 any person not entitled to receive it, or failure to safeguard any classified, unclassified sensitive, or export controlled 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 of or in connection with the performance of this contract, shall be directed to the COTR if the resolution requires dissemination of official information.
- (bb) The Contractor shall obtain authorized access to buildings and facilities, and arrange for them to be opened and closed to accomplish work under this contract. Note that a higher level of security and limited access to some buildings demands that scheduled work be well coordinated. Typically, access may be coordinated through the Building Manager and/or approved by an employee listed on the posted Label 24, Controlled Security Area. MPR 1600.1 provides guidance for entrance into secure areas or offices. Keys may be issued to the Contractor on a case-by-case basis when there is an established need approved by the Protective Services Office. MPR 1600.1 provides guidance for ensuring compliance with MSFC lock and key procedures. However, it shall be the Contractor's responsibility to arrange for adequate security of the buildings and facilities at the end of each workday. The Contractor shall be responsible for the cost of replacing any keys that are furnished to and lost by their employees. If the COTR decides that a lock must be replaced because of the loss of a key by the Contractor's employees, the Contractor shall pay the cost of that replacement. Similarly, the Contractor shall pay the cost of changing a combination if the COTR has reasonable cause to believe that the combination has been compromised. The Contractor shall identify a single point key coordinator to interface with the Government for all issues related to key control. In addition to keys assigned to the Contractor, the Contractor may sign individual keys out from a general use key cabinet maintained in the Utility Control System (UCS) control room in Building 4250. These keys are intended for access to areas for short-term work. The Contractor shall comply with key sign-out and sign-in controls established by the UCS Contractor.

- (cc) The Contractor shall provide to the COTR the name or names of the responsible supervisory person or persons authorized to act for the Contractor. The list shall be updated whenever changes occur. The Contractor shall also provide names for points of contact to the COTR that the Utility Control System (UCS) Contractor will enter into UCS standard operating procedures associated with notification of abnormal work conditions.
- (dd) The Contractor shall remove from the site any individual whose behavior is deemed by the Contracting Officer, COTR, or Protective Services Office to be contrary to the public interest or inconsistent with the best interests of Government security.
- (ee) No employee or representative of the Contractor shall be admitted to the site of work unless they furnish satisfactory proof that they are a citizen of the United States, or, if an alien, their residence within the United States is legal.
- (ff) The contractor shall display the company name on each of the Contractor's vehicles in a manner and size that is clearly visible. All Contractor vehicles shall display a valid state license plate, shall be maintained in good repair, and adhere to all state and local codes. All drivers shall adhere to all State and Federal laws and Redstone Arsenal and NASA regulations.
- (gg) The Contractor shall obtain all appointments, licenses, and permits required for the prosecution of the work. The Contractor shall comply with all applicable Federal, State, and local laws. Evidence of such permits and licenses shall be provided to the COTR before work commences.
- (hh) The Contractor shall ensure that reports to customers accurately describe the work performed, including observations, findings, and recommendations

### **2.1.2 Emergency Preparedness**

- (a) The Contractor shall be responsible for all occupational health aspects of the MSFC Emergency Preparedness and Emergency Response Team in accordance with MPR 1040.3.
- (b) The Contractor shall participate in planning and response for chemical, biological, radiological, and other emergency activities and participate in exercises at MSFC and Redstone Arsenal.
- (c) The Contractor shall participate in local community response activities in accordance with mutual aid agreements as directed by the COTR.
- (d) The contractor shall immediately inform the COTR or designated representative in cases of emergency involving exposures or hazards that appear to be dangerous to health or life and provide recommendations to alleviate the emergency conditions. The contractor shall serve as a member of appropriate emergency response teams.



**2.1.3 Occupational Health Training**

- (a) The Contractor shall provide health training in all areas of Occupational Health and Medicine, including but not limited to: hearing conservation, respiratory protection, ergonomics, laboratory safety, asbestos awareness, chemical hygiene, radiation and laser safety, lead safety, AED, blood-borne pathogens, and confined space entry. Training shall be conducted by technically qualified personnel. All trainers shall have field expertise in the subject area in which they are conducting training.
- (b) The contractor shall provide training that meets Federal, MSFC, or certifying organization's requirements.
- (c) The contractor shall ensure health training class offerings are published on MSFC SHE Training homepage and SATERN to ensure employees have access for scheduling.
- (d) The contractor shall provide certificates of completion to the trainees for training not covered via SATERN and/or send a list of personnel trained to the MSFC training office.

**2.2. IDIQ Requirements**

- (a) The contractor shall provide support in the event of natural disasters or catastrophic situations involving other NASA Centers as directed by the COTR.
- (b) The Contractor shall provide additional occupational health services such as equipment acquisitions and special technical support as defined by MSFC, not covered in Lump Sum Effort.

**2.3 Documentation and Reporting Requirements**

- (a) The contractor shall report and document performance of this PWS and fulfill the requirements of associated Data Requirement Descriptions (DRD's) as outlined in Data Procurement Document (DPD) 1237 (Attachment J-2). 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.
- (b) The contractor shall prepare and maintain a report identifying and listing all equipment and tools, including but not limited to the items in attachment J-5, 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 1237LS-001.
- (c) The contractor shall prepare and submit Standard Operating Procedures consistent with NPR 1800.1 for clinic operations, industrial hygiene operations, radiation safety operations, and respiratory protection services in accordance with DRD 1237MA-001.
- (d) The Contractor shall provide a monthly Progress/Self-Monitoring Report in accordance with DRD 1237MA-003.



- (e) The contractor shall prepare and submit a Contractor Employee Clearance Document to NASA with a list of all current onsite contractor employees working under this contract with their designated locations and Form 383-1 for terminated onsite employees in accordance with DRD 1237MA-012.
- (f) The contractor shall prepare and submit an Industrial Hygiene Hazard Assessment Documentation in accordance with DRD 1237MA-010.
- (g) The contractor shall prepare and submit a Badged Employee and Remote IT User Listing in accordance with DRD 1237MA-011.
- (h) The contractor shall prepare and submit a Position Risk Designation for Non-NASA Employee Form in accordance with DRD 1237MA-013.
- (i) The contractor shall establish and implement an industrial safety, occupational health, and environmental program that (1) prevents employee fatalities, (2) reduces the number of SHE mishaps, (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 1237SA-001. The SHE Plan shall address each of the following MSFC SHE core program requirements in detail that are applicable to the contracted effort:
  - i. Management leadership and employee involvement.
  - ii. System and worksite analysis.
  - iii. Hazard prevention and control.
  - iv. Safety, health and environmental training.
  - v. Environmental compliance.
- (j) Performance of MSFC critical processes or potentially hazardous operations and accomplishment of these MSFC critical processes or potentially hazardous operations shall be required of personnel when engaged in the buildup, operations, and maintenance of the test facilities and operations, and ancillary equipment and processes listed in the PWS. Personnel performing these MSFC critical processes or potentially hazardous operations shall be certified as having been trained and proficient in their work tasks. Certification shall be accomplished and maintained by the contractor or in accordance with the requirements of MWI 3410.1, "Personnel Certification Program", Safety certification, and applicable codes for welding, inspection, and NDE of structural and pressure welding. A Personnel Certification Plan shall be prepared and submitted in accordance with DRD 1237SA-002. **NOTE:** The Personnel Certification Plan does not relieve the Contractor of any obligation to evaluate skills required in addition to those specified to insure competent, safe work performance. The Contractor shall propose expansion of the DRD specific skills as necessary to meet the personnel certification plan requirements.
- (k) The contractor shall report mishaps and safety statistics to the MSFC Industrial Safety Branch in accordance with DRD 1237SA-003. 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 1237SA-003 or electronic equivalent to report mishaps and related information required to produce the safety metrics.

- (l) The contractor shall prepare and submit Contractor Personnel Training Requirements/Schedule in accordance with DRD 1237MA-002.
- (m) The contractor shall provide the COTR, in a contractor defined format, an annual schedule of training requirements/projections for continuing education, certification, or skills improvement needs for all contractor personnel.
- (n) The contractor shall generate, review, update, and maintain all applicable MSFC and NASA occupational health and related procedures. These include but are not limited to, manuals, management directives/procedural requirements/instructions, and circulars.
- (o) The Contractor shall be responsible for developing, reviewing, and proposing updates to all applicable MSFC directives, procedures, and instruction.
- (p) The contractor shall prepare and submit an Organizational Conflicts of Interest (OCI) Avoidance Plan in accordance with DRD 1237MA-014.
- (q) The contractor shall prepare and submit a list of credentials for all personnel covered by certification and licensure requirements in accordance with DRD 1237 MA-016.

Documentation Reduction In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

### **3.0 MEDICAL SERVICES REQUIREMENTS**

#### **3.1 Lump Sum FFP Requirements**

##### **3.1.1 General**

- (a) The Contractor shall provide comprehensive medical services to enhance the health and well-being of the workforce that is compliant with NPR 1800.1 and MPR 1810.1.
- (b) The Contractor shall provide medical services as set forth below to all NASA-MSFC civil servant, NASA-MSFC resident contractor personnel, NASA-MSFC guests and NASA tenant personnel resident at MSFC.
- (c) The Contractor shall provide the administrative and technical operations and management of Occupational Medicine (OM) functions.
- (d) The Contractor shall provide administrative support for medical services through the use of health information management systems that supports physical examination management,

patient scheduling and notification, reception desk operations, and records management with the capability for statistical and analytical data collection and retention.

### **3.1.2 Occupational Medicine Services**

- (a) The Contractor shall provide comprehensive OM services in accordance with NPR 1800.1 and MPR 1810.1 designed to enhance the health and well-being of the work force. Services shall be provided to NASA and MSFC contractor activities (including special events), personnel, and facilities.
- (b) The Contractor shall provide occupational related examinations (as well as laboratory and other tests as appropriate) including pre-placement, surveillance, job certification, special purpose and other examinations as medically necessary that meet the requirements of the NASA Occupational Health Program Procedures, NPR 1800.1, Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), American National Standards Institute (ANSI), Nuclear Regulatory Commission (NRC), NASA standards and other regulatory agencies. These examinations will be provided to selected civil service and onsite contractor personnel. In addition to receiving the basic physical examination, other exams/diagnostics may be required. Occupational related exams include, but are not limited to, the following personnel:
  - i. Occupations that involve potential exposure to:
    - 1. Chemicals, solvents, paint, or fuel
    - 2. Benzene
    - 3. Insulation (fiberglass, asbestos)
    - 4. High pressure systems
    - 5. Welding
    - 6. Lasers
    - 7. Pesticides/herbicides
    - 8. Mercury/Lead/heavy metals
    - 9. Respiratory hazards
    - 10. Noise - Hearing Conservation
  - ii. Security Officers - meet required qualifications (including annual treadmill)
  - iii. Food handlers (including TB skin test; 'blue card' certification)
  - iv. Mission support (specifics defined as appropriate)
  - v. Heavy/critical equipment
- (c) The Contractor shall evaluate, treat, and provide appropriate recommendations for disposition of all occupational injuries and illnesses.
- (d) The contractor shall provide a Worker's Compensation Program Medical Case Manager to assess injured worker's needs, implement interventions, collaborate with treatment physicians/rehabilitation providers, identify needed resources, participate in the evaluation of the medical treatment plan and case management process, assist supervisors and employees with return to work issues, develop and conduct educational programs for all involved entities, and develop processes to identify situations that require early intervention to maximize outcomes.

- (e) The Nurse Case Manager shall review preexisting workers compensation files for proper medical documentation at least every two years at the Federal Workers Compensation regional office in Jacksonville, FL. The review typically takes place over a period of 3 days.
- (f) The Nurse Case manager shall attend the Federal Workers Injury compensation class within one year of start of contract at the Federal Workers Compensation regional office in Jacksonville, FL.
- (g) The Contractor shall identify trends associated with all injuries or illnesses that may be related to the work environment, investigate those trends, and recommend actions required for prevention.
- (h) The Contractor shall provide appropriate return to work clearance or duty limitations to patients and their employers.
- (i) The Contractor shall perform laboratory, x-ray, or other tests within the scope and capability of the onsite medical facility at the request of a private physician if the conditions under evaluation or treatment are job-related.
- (j) The Contractor shall administer medications and/or tests (such as shots and blood pressure checks) prescribed by the employee's private physician if these onsite activities enable the employee to remain at work for the balance of the normal work shift. Services requested by the employee's private physician must be in writing. A Contractor physician shall evaluate and approve, as appropriate, the written request. The employee will furnish any of the necessary medications and required specialized equipment.
- (k) The Contractor shall refer patients to their personal physician when significant abnormal conditions are discovered at the time of scheduled physical examinations or in the course of treatment for occupational illnesses or injuries, but which in themselves are not related to the patient's employment. Information on the evaluation and treatment shall be requested from the private physician to determine any effect on employment or need for work limitations.

### **3.1.3 Emergency and Therapeutic Medicine**

- (a) The contractor shall provide initial emergency treatment, including dispensary services as needed, for illnesses and injuries sustained by MSFC employees (civil service, contractor, and official visitors). Emergency treatment/transportation for the Child Development Center participants may also be provided when acute illness or injury occurs.
- (b) The Contractor shall provide necessary information required for worker's compensation and other reporting requirements to appropriate organization for occupational injuries and illness.

- (c) The contractor shall provide pharmacy services, including the requisitioning or purchase, storage, safeguarding, accountability, and dispensing of all pharmacy supplies, drugs, and medicines necessary to the operation of the medical services.
- (d) The contractor shall provide the MSFC Drug Control Officer for narcotic and sedative drugs, if required. Normal procedures allow patients to receive an initial dose of medication (prescription or non-prescription) for prompt treatment of symptoms. Written prescriptions are provided to the patient for additional medications, if required by the physician. Examples of routinely provided medications include aspirin, ibuprofen, antihistamines, decongestants, topical antibiotic/cortisone/burn ointments, throat lozenges, antibiotics, muscle relaxers, antacids, nitroglycerin, and eye/ear drops.
- (e) The contractor shall perform blood pressure and pulse evaluations.
- (f) The contractor shall perform dermabond operations for clinic visit personnel suffering from superficial cuts/wounds that can be closed with dermabond.

#### **3.1.4 Preventive Medicine**

- (a) The Contractor shall provide a preventive medicine program to promote, maintain, and improve the physical and psychological well being of the worker in the work place.
- (b) The Contractor shall provide voluntary annual health maintenance examinations to NASA civil service employees. The basic examination shall include, but not be limited to, the following:
  - i. Height, weight, blood pressure
  - ii. Visual acuity test and tonometry
  - iii. Audiogram
  - iv. Multichem Profile including Iron and TIBC profile, CBC, complete urinalysis and Lipid Profile
  - v. Thyroid; minimum of FreeT4 and TSH
  - vi. Resting electrocardiogram
  - vii. Pulmonary function study
  - viii. A complete examination by an appropriate licensed health professional (such as a physician or nurse practitioner) which includes, as a minimum, the following evaluation/examinations/patient consultation: ENT; head/neck; blood pressure; hernia; eye/retinal; heart and lungs auscultation; reflexes; skin (whole body exam for potential skin cancer upon patient request); as appropriate - breast, prostate, scrotal, rectal, pelvic; and lab results review. More frequent examination and additional tests may be performed, if considered necessary in the judgment of the examining physician.

- (c) The Contractor shall offer additional tests/diagnostics annually or as noted below. These include, but are not limited to, the following:
- i. Mammogram (per American Cancer Society guidelines)
  - ii. Prostate Sensitive Antigen (PSA) (per American Cancer Society guidelines)
  - iii. Hemoccult (offered annually for employees age 40 and over)
  - iv. Treadmill (offered biannually for civil service employees over age 45; triannually for civil service employees under age 45; annually for protective services personnel; or as prescribed by a physician)
  - v. Image guided papanicolaous smear
  - vi. Chest x-ray, as dictated by Standard, or when required by physician
  - vii. LpPLA2 (approximately 250 per year)
- (d) The Contractor shall administer prescribed medications (e.g., allergy shots) to civil servant and onsite contractor employees to minimize time away from work.
- (e) The Contractor shall provide immunizations and other injections to civil service employees as deemed necessary by the Medical Director, providing necessary information regarding immunization and performing appropriate documentation.
- (f) The Contractor shall provide support services to MSFC workforce for official travel to include:
- i. Traveler briefings with up to date information on destination environmental issues and infectious outbreaks;
  - ii. Travel related medical reviews prior to authorization of overseas travel to include: identifying the need for vaccinations (such as yellow fever), providing standard immunizations (such as tetanus-diphtheria, polio, measles mumps and rubella (MMR), hepatitis A and hepatitis B), reviewing and evaluating pre-existing medical conditions, personal medications, and destination medical capabilities;
  - iii. Travel packets to employees traveling to overseas sites in accordance with MPR 1810.1. Packets to contain some basic medical supplies, such as Tylenol, Band-Aids, non-adhesive bandages, gauze pads antibiotic ointment, anti-diarrhea medication, anti-pruritic cream, antihistamine, throat lozenges, cold relief tablets, anti-motion sickness medication, and antacids;
  - iv. Prescriptions for malaria medications for travel to those countries that the Centers for Disease Control recommend malaria prophylaxis. OM physicians shall discuss the need for malaria prophylaxis individually with the traveler and prescribe the most appropriate anti-malarial medication;
  - v. Information on other aspects of travel related medical concerns such as jet lag, stress, travelers' diarrhea, motion sickness, hypoxia, high altitude illness, decompression illness, and blood clots.

**3.1.5 Mission Support Services**

- (a) The Contractor shall provide mission support services to include support to MSFC elements whose missions involve the use of human test subjects. Contractor functions in this connection include medical advice, counseling, monitoring, and special physical examinations of personnel engaged in such activities as, life support systems, and certain task analyses.

**3.1.6 Miscellaneous Medical Services**

- (a) The Contractor shall provide a physician designated to serve as the Medical Director for the Marshall Space Flight Center. The Medical Director shall also serve in the following capacities:
- i. As the Medical Review Official (MRO) under the terms established by the Federal Drug-Free Workplace Program,
  - ii. As the Medical Advisor of the MSFC Wellness Center,
  - iii. As the MSFC Medical Technical Authority and,
  - iv. As the Physician Director of the MSFC AED Program
- (b) The Contractor shall provide physician evaluations to include but not be limited to the following:
- i. Disability Retirement
  - ii. Fitness for Duty
  - iii. Return to Work
  - iv. Handicap Parking
  - v. Overseas Travel
  - vi. Pre-employment
  - vii. Respirator Approval/Disapproval
  - viii. Physical Exercise Program Approval/Disapproval
- (c) The Contractor shall provide consultation services to employees on health-related matters; as needed, perform completion of life insurance forms and other forms, such as adoption applications.
- (d) The Contractor shall provide medical advice and assistance to the MSFC Employee Assistance Program that is available to MSFC civil service employees having alcohol, drug, and/or emotional problems.
- (e) The Contractor shall conduct epidemiological studies and assure controls are provided for all MSFC areas to determine and control the presence of communicable diseases. This effort may be accomplished by contractor personnel or by an epidemiological consultant, depending on the circumstances. The findings/results shall be reviewed and recommendations/comments provided to the COTR. In any event, the Medical Director is responsible for communication and coordination with appropriate public health agencies.



- (f) The Contractor shall provide health education for employee training and occasional lectures or seminars on health matters of general interest to MSFC personnel. Typical topics include, but are not limited to, skin cancer, weight control, smoking, lead, asbestos, TB, cancer, overview of medical service functions, and self-breast examination. This function also includes the development and/or distribution of health related newsletters and other materials.

### **3.1.7 Clinical X-ray and Laboratory Services**

- (a) The Contractor shall provide accredited clinical laboratory services.
- (b) The Contractor shall provide medical x-ray services and ensure all x-rays are read by an American Board Certified Radiologist and asbestos-related chest x-rays are read by "B" readers in compliance with OSHA standards.
- (c) The Contractor shall ensure medical x-ray film or other media used and written reports are delivered to the clinic and become property of the Government.

### **3.1.8 Management of Medical Records**

- (a) The Contractor shall maintain accurate and complete medical records of patients for NASA. This shall include maintaining an accurate and complete data for patient records as specified by NASA and transitioning existing electronic health data into an Agency-wide electronic health record system once it is implemented. The contractor shall ensure that the employee medical records are secured and confidentially maintained. Records must be maintained in accordance the following (most current revision):
  - i. NPD 1382.17E Privacy Act System of Records (NASA 10HIMS)
  - ii. OSHA record keeping regulations
  - iii. HIPAA regulations
  - iv. NASA communication requirements
- (b) The contractor shall ensure medical records are disposed of in accordance with the NASA Record Retention Schedule and the current Privacy Act.
- (c) The contractor shall ensure the information contained in the employee medical record is sufficient to provide data for use in job placement, to establish health maintenance, for treatment and rehabilitation, for use in epidemiological studies, and to help management with program evaluation and improvement.
- (d) The contractor shall ensure employees have access to their medical records upon receipt of a signed release by the employee or receipt of a notarized designation by the employee or third party.

- (c) The contractor shall ensure medical records (both hard copy and electronic) are available for Agency Medical quality control review.

**NOTE:** The medical records (written and electronic) developed during past contract years will be transferred to the new contractor and will be subject to the clause G.3, Installation- Accountable Government Property. All medical records (both hard copy and electronic records) remain the property of the Government. The Government will advise the contractor as to how the records shall be maintained and stored.

### **3.1.9 Flu Shots**

- (a) The Contractor shall operate the annual MSFC Flu Shot program, purchasing, offering and providing flu shots to MSFC contractors and civil servants.

### **3.1.10 Automated External Defibrillator (AED)**

The contractor shall administer, maintain and oversee the Centerwide Automated External Defibrillator (AED) Program consisting of approximately one hundred (100) AEDs and provide medical oversight/review for any Emergency Medical Services programs in accordance with MSFC MWI 1800.1, MSFC Automated External Defibrillator Program (draft).

### **3.1.11 Ambulance Services**

- (a) The contractor shall provide ambulance services for MSFC.
- (b) The contractor shall ensure ambulances used during this contract are stocked, supplied and maintained in accordance with the Alabama Department of Public Health Office, EMS and Trauma and are compliant with applicable regulations and requirements for an Advanced Life Support unit.
- (c) The contractor shall provide ambulance stand by during emergencies such as fires, chemical spills, and explosive disposal. These may occur during regular hours or after hours.
- (d) The contractor shall provide onsite ambulance/medical support to prescheduled special events or activities. These include, but are not limited to, functions to which the general public is invited, the annual employee picnic, and support during visits by VIPs to the Center.

### **3.2 IDIQ Requirements**

- (a) The Contractor shall provide additional medical services such as equipment acquisitions and special technical support as defined by MSFC, not covered in Lump Sum Effort.

### **3.3 Documentation and Reporting Requirements**

- (a) The Contractor shall develop, maintain and implement a Medical Quality Assurance Program in accordance with DRD 1237QE-001 that evaluates all aspects of medical care provided to ensure compliance with NPR 1800.1, *NASA Occupational Health Program*.
- (b) The contractor shall provide to the COTR, within 48 hours, a copy of each ambulance run report.

#### **4.0 INDUSTRIAL HYGIENE SERVICES REQUIREMENTS**

##### **4.1 Lump Sum FFP Requirements**

##### **4.1.1 General**

- (a) The Contractor shall investigate workforce complaints of potential workplace hazards and coordinate with the affected employee and the appropriate organizations to resolve issues where appropriate.
- (b) The Contractor shall serve on Evaluation/Review/Mishap Investigation teams such as Operational Readiness Inspection (ORI), and Test Readiness Review (TRR).
- (c) The Contractor shall manage, support, and implement all site occupational health promotions and SHE certification/accreditation activities, to include ISO 18001, as directed by COTR.
- (d) The Contractor shall provide guidance and recommendations concerning the selection, use, and control of personal protective equipment.
- (e) The Contractor shall ensure records of individuals' exposure to hazardous substances or physical agents as measured and documented are filed in the individuals' medical record.
- (f) The Contractor shall provide technical assistance to other organizations, including other onsite contractors, as needed regarding industrial hygiene and environmental health matters.
- (g) The contractor shall provide appropriate assistance to staff (e.g., safety and environmental) and line organizations (e.g., engineering, program, and procurement) to ensure the incorporation of protective health measures in new equipment, emergency response processes, and facilities.
- (h) The contractor shall employ exposure-monitoring techniques to ensure compliance and conformity with current industry standards and guidelines.
- (i) The Contractor shall provide industrial hygiene standby support, as requested, in areas that have a potential health hazard(s) because of the nature of the operation in progress. These include, but are not limited to, asbestos and lead abatement activities, chemical mishaps, and test area activities. The Contractor shall keep the COTR apprised of these situations.

- (j) The Contractor shall provide necessary industrial hygiene monitoring, sampling, testing and analyses for, but not limited to, bioaerosols, volatile organic compounds, lead, hexavalent chrome, cadmium and other heavy metals, welding fumes, particulates, and heat stress.
- (k) The Contractor shall provide laboratory support to study, analyze, and evaluate environmental, biological, and radiological materials (examples: asbestos, bioaerosols, lead, radon, organics, inorganics, metals, and microbials).
- (l) The Contractor shall utilize appropriate American Industrial Hygiene Association (AIHA) accredited laboratories or other industry accepted accreditations when a particular category is not listed by AIHA for analytical and microbiological services.
- (m) The Contractor shall recommend appropriate physical examinations and diagnostic testing, as applicable, for all persons working in job categories requiring monitoring.
- (n) The Contractor shall provide expert consultation in heat illness prevention, perform heat illness hazard assessments and provide Centerwide notification of heat stress conditions.
- (o) The Contractor shall provide microbiology testing of air, surface and water samples, to include, but not be limited to indoor air quality (IAQ), cooling towers, potable water sources, and dairy products.
- (p) The Contractor shall perform monitoring/analysis of both air and bulk lead samplings as a support operation during construction/modification and mission support projects which are carried out by various civil service or contractor personnel, and, at times, outside firms. Monitoring results, recommendations, corrective actions or any other pertinent information shall be provided as required. Follow-up inspections shall be performed as necessary. A written report of the activity shall be submitted to appropriate organizations, including the COTR or designated representative.
- (q) The contractor shall establish a formal mechanism to evaluate programmatically whether Center personnel are complying with occupational health related policies.

#### **4.1.2 Industrial Hygiene Support**

- (a) The Contractor shall provide comprehensive industrial hygiene services that is compliant with NPR 1800.1 and MPD 1840.1
- (b) The Contractor shall perform surveys, studies, investigations, and appropriate exposure monitoring to identify, evaluate and control potential chemical, physical or biological hazards in the work environment that may cause illness, injury, disease, or impaired well being.

#### **4.1.3 Building Surveys**

- (a) The Contractor shall provide a comprehensive survey of all buildings, including exhaust hoods surveys, at least once annually. The Contractor shall provide recommendations or notifications of corrective action required of discrepancies identified to appropriate organizations/personnel. The Contractor shall perform follow-up inspections as necessary and serve as a resource to the user organization in closure of findings. The Contractor shall enter all finding into a Government provided tracking system.
- (b) The contractor shall perform industrial hygiene hazard assessments on all buildings to determine the potential employee exposures (e.g., physical, chemical, biological.) associated with the activities performed in each building consistent with NPR 1810.1.
- (c) The contractor shall establish a sampling plan as a result of these assessments (within 15 days following assessment of a building) for monitoring hazards in each building. The contractor shall perform appropriate monitoring based on the building's assessment within 30 days following completion of assessment.
- (d) The contractor shall perform reassessments of buildings, based on changes within the building or activities performed (e.g., functional, operational, process, etc.).
- (e) The contractor shall review plans, specifications, drawings, and other documentation for proposed changes to existing facilities or for the construction of new facilities where chemical, physical, biological or other potential health hazards may exist. The contractor shall also work with the MSFC Industrial Safety, Facilities Management Office, and operating officials in determining potential health hazards and recommendations for proper preventive measures before commencing new projects or other activities as appropriate.

#### **4.1.4 Sanitation**

- (a) The contractor shall inspect all food service outlets (including preparation sites, storage areas, and mobile canteens) for proper sanitation, care, personnel certification requirements, storage of food and associated operations that is compliant with the NASA food sanitation requirements, Hazard Analysis Critical Control Point (HACCP) guidance, FDA Food Code and Alabama Department of Public Health. The Contractor shall conduct inspections at least quarterly, and may be increased as directed by COTR. Follow-up inspections shall be performed as necessary to audit closure of corrective actions/recommendations. Food service locations include, but are not limited to, 4200, 4203, 4346, 4471, 4610, 4663, 4666, and 4708.
- (b) The contractor shall perform sanitary surveys of day care operations, barber shops, recreation facilities and exercise facilities, and special events.
- (c) The contractor shall monitor potable water distribution and facilitate testing as necessary to ensure its potability in accordance with EPA requirements. This testing/monitoring is normally provided and performed by the Army Chemical Laboratory (ACL). The Contractor shall only be required to perform this testing in limited instances when not provided by the

ACL. Coordination with appropriate Facilities Management Office personnel is required prior to monitoring activities.

#### **4.1.5 Hearing Conservation**

- (a) The contractor shall administer hearing conservation programs for employees whose occupations, in accordance with Federal and NASA requirements, expose or may expose them to risk of hearing damage or loss. The contractor shall ensure all hazardous noise areas are identified, documented, and appropriately posted and perform required monitoring. The contractor shall provide noise data to user organizations as requested to allow posting of potential hazardous noise locations and maintain a comprehensive listing of all hazardous noise areas at MSFC. The contractor shall provide expert consultation in noise hazard assessment and hearing loss prevention; assess noise hazards, engineering controls and hearing protection; and coordinate a "Buy Quiet" program.

#### **4.1.6 Offsite Support**

- (a) The contractor shall perform, annually, a comprehensive occupational health review at the SRB Element at KSC, FL. The contractor shall provide necessary recommendations and corrective actions. Allow one week for this effort.
- (b) The contractor shall perform appropriate surveys, within a 50-mile radius at the offsite Huntsville-area locations of MSFC operations, including but not limited to the National Space Science Technology Center (NSSTC) and Intergraph-leased facilities. The contractor shall provide follow-up to provide assistance and support in their efforts to close items.
- (c) The contractor shall submit reports to the COTR in accordance with DRD 1237MA-004.

#### **4.1.7 Asbestos Program**

- (a) The contractor shall provide services to the asbestos program to include:
  - i At least one AHERA inspector and AHERA Management Planner;
  - ii At least two personnel trained to perform polarized light microscopy (PLM) and phase contrast microscopy (PCM).
  - iii Applicable air monitoring, air/bulk sample collection, identification, and analysis, including PLM, PCM, and transmission electron microscopy (TEM), of potential asbestos containing materials (ACM), including projects being performed by onsite contractors. Bulk sampling for asbestos will be limited to reasonable support of Facilities Management Office (or other MSFC entity) activities such as building modifications and repairs.
  - iv Serving as the technical authority for the MSFC asbestos program and provide guidance on the requirements of Federal, State, and local occupational and environmental health regulations.
  - v Inspections to identify suspect ACM; risk analysis of scheduled facilities operations and maintenance where ACM is present; assessment of written asbestos abatement

- procedures; pre/post-abatement inspections; surveys and audits of asbestos abatement operations; clearance level air monitoring and inspections for abatement projects; and perform monitoring and analyses of asbestos air samples during asbestos abatement and other asbestos related projects conducted by onsite contractors.
- vi Providing data for the update of the MSFC Asbestos database and the asbestos management information system and maintaining the center-wide asbestos survey once completed.
  - vii Coordinating directly with NASA and contractor facilities management organizations responsible for management of construction of facilities and other facility maintenance activities requiring work with ACM.
  - viii Providing oversight to asbestos related activities performed by offsite construction contractors. Support for offsite contractor activities will normally be limited to oversight. However, air monitoring and sampling for these efforts will be provided for projects of 4 days or less duration.
  - ix Performing quarterly, annual, or as-needed routine air sampling in all occupied buildings as dictated by the type/condition of the asbestos-contaminated material.
  - x Providing procedural monitoring during abatement projects to ensure compliance with regulations.
  - xi Reporting analytical results and findings to appropriate organizations and maintain those results in accordance with Federal regulations.
  - xii Providing recommendations/corrective actions and perform follow-up audits to verify closure of such.
  - xiii Providing consultative services for all phases of ACM control.
  - xiv Participating in AIHA Proficiency Analytical Testing (PAT) program for air and bulk asbestos. All qualified personnel shall participate in the program. Periodically, samples shall be sent to an independent asbestos laboratory to compare the information with that of the in-house asbestos results. The contractor shall be responsible for all costs associated with the programs annual fees and renewals.

#### **4.1.8 Hazard Communication Program**

- (a) The contractor shall serve as the MSFC administrator for the Hazard Communication Program operation.
- (b) The contractor shall provide training in the identification, evaluation and communication of chemical hazards in the workplace, as required by the OSHA Hazard Communication Standard, as well as any MSFC general and hazard specific training; maintain a current master file of MSDS in coordination with the Logistics Services Contractor; and support Center functions to maintain compliance.
- (c) The contractor shall assist MSFC organizations in the non-routine acquisition of MSDS.
- (d) The contractor shall provide technical assistance to other organizational elements in the final implementation of all health aspects of the OSHA HAZCOM Standard and the MSFC HAZCOM program.



- (e) The contractor shall review Procurement Requests for acquisition of chemicals to assure that appropriate Material Safety Data Sheets (MSDS) are available and personnel are advised of appropriate protective measures for new chemicals.



**4.1.9 Imminent Health Threat**

- (a) The Contractor shall immediately stop any operation which appears to represent a potential immediate danger to life and health exposure or imminent health hazard in accordance with MPR 8715.3 NASA General Safety Program Requirements. The Contractor shall immediately inform the organization responsible for the activity, the COTR, and Occupational Health Officer. The Contractor shall then support any activities to alleviate hazardous conditions and implement corrective actions.

**4.1.10 Monitoring Equipment**

- (a) The Contractor shall properly maintain monitoring equipment and shall ensure that it is ready onsite for use at all times.
- (b) The Contractor shall ensure that all equipment is calibrated to manufacturer's or consensus standard recommendations.
- (c) The contractor shall maintain proficient operating skill of all instrumentation/equipment. The contractor shall provide an effective system for maintaining individual operating skills for applicable instrumentation (e.g.: monthly in-service meetings). Some Government-provided equipment such as the Hazmat ID and SAM 935 Radiation and Surveillance and Measurement system items require special training which applicable contractor personnel will be expected to have or receive within 90 calendar days of award.

**4.1.11 Confined Space Entry Program**

- (a) The contractor shall administer the MSFC Confined Space Entry Program in accordance with MPR 1840.1. The contractor shall perform confined space pre-entry evaluations/surveys/assessments to determine the presence of potential health hazards/hazardous atmospheres and issue appropriate entry permits. The contractor shall provide expert consultation in confined space hazard assessment; manage the MSFC inventory of confined spaces; provide recommendations and requirements for confined space entry and work, and perform atmospheric monitoring in support of confined space entry operations.

**4.1.12 Indoor Air Quality Program**

- (a) The contractor shall provide expert consultation on indoor air quality (IAQ); investigate IAQ complaints and identify potential causes; perform necessary sample collection, studies and analyses, coordinate with affected employees and their employers, and appropriate organizations to resolve issues where appropriate.

**4.1.13 Ergonomic Program**

- (a) The contractor shall manage and operate the MSFC ergonomics program, utilizing standard industrial hygiene practices.
- (b) The Contractor shall coordinate with MSFC Office of Center Operations, Logistics Office to resolve workstation and furniture issues.
- (c) The contractor shall provide expert ergonomic consultation and conduct musculoskeletal disorder (MSD) hazard assessments.
- (d) The contractor shall train and assist appropriate Center personnel with ergonomic evaluations and recommendations to improve workstations to facilitate the prevention and/or control of cumulative trauma disorders.

**4.1.14 Consultation Services**

- (a) The Contractor shall assist in the development of Center policies, documents, designs, and plans to determine the adequacy of preventive measure and controls, and ensure compliance with applicable Federal, State, local, and NASA regulations and requirements.
- (b) The Contractor shall review existing and proposed Federal, State, and local regulations and NASA policies to determine applicability and potential impact on Center operations.
- (c) The Contractor shall prepare or assist in the preparation of technical training materials and review technical training materials developed by other MSFC personnel.
- (d) The Contractor shall provide technical and administrative assistance to the Government in interfacing with regulatory agencies.
- (e) The Contractor shall participate in Agency and third party reviews and audits of the MSFC OH Program, and assist in development and implementation of appropriate corrective action plans.

**4.2 IDIQ Requirements**

- (a) The Contractor shall provide additional industrial hygiene services such as equipment acquisitions and special technical support as defined by MSFC, not covered in Lump Sum Effort.

**4.3 Documentation and Reporting Requirements**

- (a) The contractor shall prepare and submit Industrial Hygiene Reports in accordance with DRD 1237MA-004.

- (b) The contractor shall prepare and submit Cafeteria Inspection Reports in accordance with DRD 1237MA-006.
- (c) The contractor shall prepare and submit an Industrial Hygiene Building Inspection Schedule in accordance with DRD 1237MA-008.
- (d) The contractor shall prepare and submit an Asbestos Quality Assurance Program Plan in accordance with DRD 1237MA-009.

## **5.0 HEALTH PHYSICS (IONIZING AND NONIONIZING RADIATION) REQUIREMENTS**

### **5.1 Lump Sum FFP Requirements**

#### **5.1.1 General**

- (a) The Contractor shall provide comprehensive Health Physics Services compliant with NPR 1800.1, MPD 1860.1 and MPD 1860.2.
- (b) The Contractor shall review plans of proposed operations involving the use of ionizing radiation to assure that adequate protective measures are incorporated into the layouts and engineering drawings, and consult with the MSFC Radiation Safety Committee (RSC) on these matters. The Contractor shall serve as the Recording Secretary of this Center Committee.
- (c) The Contractor shall maintain and provide inventory records of ionizing and non-ionizing radiation sources under the administrative control of MSFC.
- (d) The Contractor shall perform annual audits of the radiation safety program per the Nuclear Regulatory Commission (NRC) and MSFC site requirements.
- (e) The Contractor shall serve as the Center's Radiation Safety Officer (RSO) and be qualified to be listed as the RSO on the site NRC Materials License.
- (f) The Contractor shall develop and maintain Centerwide procedures and assist operating segments in developing operating procedures for radiological operations.
- (g) The Contractor shall provide initial and refresher training in the safe use/handling of radioactive materials and radiation producing devices, at least annually, to all onsite personnel involved with same.
- (h) The Contractor shall supply and distribute radiation/laser/RF/UV/IR signs, labels, and notices in accordance with applicable regulations/standards.
- (i) The Contractor shall ensure appropriate inventory and calibration of ionizing and nonionizing radiation monitoring instrumentation.

- (j) The contractor shall attend the annual NASA Headquarters Health Physics conference. As a minimum, one health physicist shall attend. The conference is one week and takes place in the continental U.S., normally in the vicinity of a NASA Center.

### **5.1.2 Ionizing Radiation Program**

- (a) The Contractor shall perform inventories, leak tests and periodic surveys (at least annually) to comply with the site NRC license and the provisions of MSFC Radiation Safety program directives (MPD 1860.2/MPR 1860.1) are being met.
- (b) The Contractor shall provide, maintain, distribute, collect, and read dosimetry devices. Local handling of personal dosimeters for offsite processing is required (the current process is for the Army Radiation Laboratory to process MSFC Thermoluminescence Dosimeters (TLDs)). The Contractor shall process and maintain personal dosimetry reports. The Contractor shall provide a copy of the personal dosimetry report to each participant as required by the Nuclear Regulatory Commission (NRC).
- (c) The Contractor shall maintain a roster of all personnel associated with ionizing radiation.
- (d) The Contractor shall develop policies, procedures, and processes for acquiring, safe use and handling of neutron generating devices.
- (e) The Contractor shall develop and submit NRC license renewal and amendment applications to the NRC to conduct this program at MSFC in accordance with DRD 1237 MA-015.
- (f) The Contractor shall establish and maintain a program to comply with site and regulatory requirements for x-ray generating equipment, operations, and devices.
- (g) The Contractor shall provide support for special research projects involving depleted uranium.
- (h) The Contractor shall monitor operations, develop and provide necessary employee training for processes and projects involving neutron generating devices.
- (i) The Contractor shall confirm all operations, including contractors; involving radioactive materials are performed within the parameters of the NRC license.

### **5.1.3 Radioactive Waste Management**

- (a) The Contractor shall impound radioactive material, seal-off contaminated areas and decontaminate, and facilitate tests of contaminated or potentially contaminated personnel.
- (b) The Contractor shall review and approve all procurements of radioactive material and ionizing radiation producing devices. The Contractor shall receive and ship all radioactive

material at MSFC. The Contractor shall ensure records and documentation are in compliance with all appropriate regulations.

- (c) The Contractor shall screen onsite scrap metal bins for possible radioactive contamination before they are removed from the Center.

#### **5.1.4 Nonionizing Radiation Program**

- (a) The Contractor shall maintain and updated a current inventory of class 3B and 4 laser-producing devices as well as hazardous RF, UV, and IR producing devices at MSFC.
- (b) The Contractor shall maintain and update Centerwide procedures for the safe use of nonionizing radiation. The Contractor shall review plans, specifications, and operating procedures for all operations involving nonionizing radiation producing devices. The Contractor shall maintain a file of all approved Standard Operating Procedures (SOPs).
- (c) The Contractor shall review and approve all purchase requests for nonionizing radiation producing devices and use the information gained to update the inventory records.
- (d) The Contractor shall maintain a current roster of all employees associated with hazardous nonionizing operations.
- (e) The Contractor shall monitor operations to verify that all areas having hazardous nonionizing radiation producing devices are adequately identified with proper warning signs and other appropriate devices. The Contractor shall ensure protective equipment is evaluated periodically to ensure proper working order.
- (f) The Contractor shall conduct hazard evaluation of all nonionizing radiation work areas, at least annually. The Contractor shall confirm all operations involving nonionizing radiation producing devices are performed within OSHA, NASA and MSFC Nonionizing Radiation Safety Program (MPD 1860.1) requirements, including those performed by contractor.
- (g) The Contractor shall prepare information which will define the operational hazards involved in the use of the laser equipment and which may be used by operational personnel as guidance in protecting themselves and others from hazards caused by nonionizing radiation (Laser, RF, UV, IR) producing devices; serve as Laser/RF/ UV/IR Safety Officer for the Center.

#### **5.1.5 Radon Management**

- (a) The Contractor shall identify applicable monitoring sites and establish a 5 year radon monitoring schedule to ensure areas are monitored at least twice during the life of the contract.
- (b) The Contractor shall monitor and perform analysis for radon as appropriate, within all applicable areas. The contractor shall inform the COTR and appropriate organizations of

results and provide necessary recommendation or notification of corrective action required for discrepancies identified. The contractor shall perform follow-up monitoring/inspections as necessary.

- (c) The Contractor shall maintain and update radon sampling results utilizing the Government provided radon Web site.

## **5.2 IDIQ Requirements**

- (a) The Contractor shall dispose of radioactive material.
- (b) The Contractor shall provide additional health physics services such as equipment acquisitions and special technical support as defined by MSFC, not covered in Lump Sum Effort.

## **5.3 Documentation and Reporting Requirements**

- (a) The contractor shall prepare NRC license and amendments in accordance with DRD 1237 MA-015.
- (b) The contractor shall prepare and submit Radiation Survey Reports in accordance with DRD 1237 MA-005.
- (c) The contractor shall prepare and submit Laser (nonionizing radiation) Survey Reports in accordance with DRD 1237 MA-007

## **6.0 RESPIRATORY PROTECTION REQUIREMENTS**

### **6.1 Lump Sum FFP Requirements**

#### **6.1.1 General**

- (a) The contractor shall administer the MSFC Respiratory Protection Program and provide maintenance and repair services for all Government-owned respiratory protection equipment located at MSFC and Redstone Arsenal (RSA). These services shall consist of, but not be limited to, medical coordination, inspection, testing, training, preventive maintenance/cleaning, repairing, storage and issuing, quantitative/qualitative face-fit testing, filling compressed air cylinders, ensuring proper hydrostatic testing of Self Contained Breathing Apparatus (SCBA) cylinders is performed, and required record-keeping.
- (b) The contractor shall perform all services in accordance with applicable Occupational Safety and Health Administration (OSHA) and other regulatory standards.
- (c) The Contractor shall maintain the Government provided datasheets containing all relevant information for respiratory protection participants in two parts. One part shall cover all

MSFC associated personnel. The other part shall cover all Redstone Arsenal associated personnel. This Redstone Arsenal information shall be provided to the COTR annually.

### **6.2 IDIQ Requirements**

- (a) The Contractor shall provide additional respiratory protection services such as equipment acquisitions and special technical support as defined by MSFC, not covered in Lump Sum Effort.

### **6.3 Documentation and Reporting Requirements**

None



DATA PROCUREMENT DOC.  
NO. 1237  
ISSUE Basic

**NNM09AA03C**

CONTRACT/RFP

EXHIBIT NUMBER

**J-2**

ATTACHMENT NUMBER

**Occupational Health Services**

PROJECT/SYSTEM

## ***DATA PROCUREMENT DOCUMENT***

**HPM Corporation**

CONTRACTOR

**October 9, 2008**

DATE

National Aeronautics and  
Space Administration

National Aeronautics and Space Administration						DATA PROCUREMENT DOC.	
<b><i>DOCUMENT CHANGE LOG</i></b>						NO.                  ISSUE 1237                Basic	
INCORPORATED REVISIONS OUTSTANDING REVISIONS					AS OF: 10-09-08		SUPERSEDING:
							PAGE:
AUTHORITY (DPD Revision)	PORTION AFFECTED - PAGE NO./NO. INTRO      SGR      DRL      DRD				REMARKS		

## 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, 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>
LS	Logistics/Support
MA	Management
QE	Quality Engineering
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): The Document Change Log chronologically records all revision actions that pertain to the DPD.

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 required. Electronic deliverables shall be printable. Data deliverables shall be delivered to NASA in the format specified below unless a specific format is required by a DRD. Data submittals shall consist of a single Adobe Acrobat PDF file and the native format electronic file(s). The preferred native formats include Microsoft Word, Excel, PowerPoint or CAD drawing plot file, as appropriate. Where a single native format file is not possible, multiple files may be integrated into a single ZIP file for submission. The organization of the contents of the integrated ZIP file shall be made readily apparent to the reader, and each file within the integrated product shall be clearly identifiable and traceable within the organization of the integrated product. If files are fragmented, file names shall be labeled logically and contiguously, and the files shall be easily reassembled or merged (e.g. 1 filename, 2 filename, 2a filename, etc.). The software versions shall be confirmed prior to submittals.

2.3.2.2 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 exception is obtained/available from the Bureau of Industry and Security, United States Department of Commerce. Violations of these regulations are punishable by fine, imprisonment, or both.

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

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

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

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, and Personally Identifiable Information (PII).)

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.
  - 3.3.2 The date of the DPD shall be entered under the "as of" block of the Document Change Log. 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 modification number, portions affected, and remarks. All changes to the DPD/DRDs shall be identified in the "Remarks" column.

#### 3.4 DPD Reissues

- 3.4.1 The DPD shall be reissued by NASA for each contract modification that affects the DPD and shall supersede the existing DPD in its entirety. Reissues shall be issued by contractual direction. 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.

## Occupational Health Services

### Data Requirements List

<u>DRD</u>	<u>DATA TYPE</u>	<u>TITLE</u>	<u>OPR</u>
LS – Logistics Support 1237LS-001	2	Government Property Management Plan	AS41
MA – Management			
1237MA-001	2	Standard Operating Procedures	AS10
1237MA-002	2	Contractor Personnel Training Requirements/Schedule	AS10
1237MA-003	3	Progress/Self-Monitoring Report	AS10
1237MA-004	3	Industrial Hygiene Survey and Building Inspection Reports	AS10
1237MA-005	3	Radiation Survey Reports	AS10
1237MA-006	3	Cafeteria Inspection Reports	AS10
1237MA-007	3	Non-ionizing Radiation Survey Reports	AS10
1237MA-008	3	Industrial Hygiene Building Inspection Schedule	AS10
1237MA-009	3	Asbestos Quality Assurance Program Plan	AS10
1237MA-010	3	Industrial Hygiene Hazard Assessment Documentation	AS10
1237MA-011	3	Badged Employee and Remote IT User Listing	AS10
1237MA-012	3	Contractor Employee Clearance Document	AS10
1237MA-013	3	Position Risk Designation for Non-NASA Employee	AS10
1237MA-014	3	Organizational Conflicts of Interest (OCI) Avoidance Plan	AS10
1237MA-015	3	NRC License Renewal/Amendment	AS10
1237MA-016	3	Professional Certifications and Licensures	AS10
QE – Quality Engineering 1237QE-001	2	Medical Quality Assurance (QA) Plan	AS10
SA – Safety			
1237SA-001	2	Safety, Health and Environment (SHE) Plan	AS10/QD12
1237SA-002	2	Personnel Certification Plan	QD12/QD40/ED01
1237SA-003	3	Mishap and Safety Statistics Reports	QD12

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1237                      **ISSUE:** Basic
2. **DRD NO.:** **1237LS-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:** AS4I                      9. **DM:** AS10
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Preliminary three months after Authority to Proceed (ATP)
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 2.3b
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. <b>DPD NO.:</b> 1237 <b>ISSUE:</b> Basic<br>3. <b>DATA TYPE:</b> 2 | 2. <b>DRD NO.:</b> <b>1237MA-001</b><br>4. <b>DATE REVISED:</b><br>5. <b>PAGE:</b> 1/1 |
|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------|
6. **TITLE:** Standard Operating Procedures
7. **DESCRIPTION/USE:** To assure Standard Operating Procedures are available for training and reference.
8. **OPR:** AS10                      9. **DM:** AS10
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** To be coordinated with the COTR within 90 days after contract award
12. **SUBMISSION FREQUENCY:** One time. Update as required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 2.3c
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Standard Operating Procedures provides data on all repetitive operations where quality or safety considerations are a factor.
- 15.2 **APPLICABLE DOCUMENTS:**  
       NPR 1800.1                      *NASA Occupational Health Program Procedures*
- 15.3 **CONTENTS:** The Standard Operating Procedures shall meet the requirements of NPR 1800.1 and include but not be limited to, the following:
- a. Physical examination protocols.
  - b. Clinical laboratory procedures.
  - c. Cardiopulmonary laboratory procedures.
  - d. Clinic Operations.
  - e. X-ray machine procedures.
  - f. Medical waste procedures.
  - g. Privacy Act procedures.
  - h. Bloodborne pathogen procedures.
  - i. Allergy injections.
  - j. Radioactive material handling procedures.
  - k. Asbestos sampling and analysis.
  - l. Lead sampling and analysis.
  - m. Respiratory protection program.
  - n. Employee complaint procedures.
  - o. "Safety and Health Plan" review procedures.
  - p. Medical Management.
  - q. Infectious Waste Management.
  - r. Indoor Air Quality Activities.
  - s. Industrial Hygiene Operations
- 15.4 **FORMAT:** Contractor format is acceptable with MSFC approval.
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1237
2. **DRD NO.:** 1237MA-002
3. **DATA TYPE:** 2
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** Contractor Personnel Training Requirements/Schedule
7. **DESCRIPTION/USE:** To assure the MSFC that the contractor's plans for maintaining highly trained personnel in their respective field of expertise is viable and recognizes the need for continuing education credits.
8. **OPR:** AS10
9. **DM:** AS10
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** 60 days after contract award
12. **SUBMISSION FREQUENCY:** Revise as required; update at least annually
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 2.31
15. **DATA PREPARATION INFORMATION:**
  - 15.1 **SCOPE:** The Contractor Personnel Training Requirements/Schedule provides the contractor's plans for maintaining highly trained personnel.
  - 15.2 **APPLICABLE DOCUMENTS:** None
  - 15.3 **CONTENTS:** The plan shall document the contractor's approach for maintaining highly trained personnel in their respective field of expertise and shall reflect the recognized need for continuing education credits. The plan shall provide the contractor's approach for assuring skill levels of professional employees are not degraded through a lack of continuing education. The plan shall provide a schedule for accomplishing continuing education training to assure minimal impact to productivity.
  - 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. <b>DPD NO.:</b> 1237 | ISSUE: Basic | 2. <b>DRD NO.:</b> <b>1237MA-003</b> |
| 3. <b>DATA TYPE:</b> 3  |              | 4. <b>DATE REVISED:</b>              |
|                         |              | 5. <b>PAGE:</b> 1/1                  |
6. **TITLE:** Progress/Self-Monitoring Report
7. **DESCRIPTION/USE:** To provide NASA with visibility of contract performance and accomplishment compared with planned activities.
8. **OPR:** AS10                      9. **DM:** AS10
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Tenth of month following the first month of operation
12. **SUBMISSION FREQUENCY:** Monthly, due 10 days after the end of each month being reported
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 2.3d
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Progress/Self-Monitoring Report provides data for the assessment of contract performance, schedule, and quality of the tasks to be performed.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Progress/Self-Monitoring Report addresses actual and potential problems and progress toward meeting contract requirements. Discussions of problems shall include proposed recovery plans and actions to be taken. Discussions of progress should be keyed to overall contract objectives.
- This report shall discuss the work schedules and actual work performed against the plan and any anticipated impacts.
- Data points, as reflected in the workload indicators identified by the COTR, shall be included. Additional data shall include a summary of exam appointments indicating whether or not employees were scheduled within 12 to 14 months of prior exam date and that mandatory exams timelines met regulatory standards. Summarize workload indicators in form of "Variation in Quantity Clause" requirements
- Other information that may assist the Government in evaluating the contractor's quality, technical and schedule performance.
- Safety metrics and other data to support safety awareness/education of all employees.
- 15.4 **FORMAT:** Contractor format is acceptable with COTR approval.
- 15.5 **MAINTENANCE:** None required

## DATA REQUIREMENTS DESCRIPTION (DRD)

- |                         |              |                                      |
|-------------------------|--------------|--------------------------------------|
| 1. <b>DPD NO.:</b> 1237 | ISSUE: Basic | 2. <b>DRD NO.:</b> <b>1237MA-004</b> |
| 3. <b>DATA TYPE:</b> 3  |              | 4. <b>DATE REVISED:</b>              |
|                         |              | 5. <b>PAGE:</b> 1/1                  |
6. **TITLE:** Industrial Hygiene Survey and Building Inspection Reports
7. **DESCRIPTION/USE:** To assure compliance with OSHA regulations.
8. **OPR:** AS10                      9. **DM:** AS10
10. **DISTRIBUTION:** Per Contractor Officer's letter. One copy to AS10, Building Manager and user organization
11. **INITIAL SUBMISSION:** No later than the first 15 days following the first survey after contract award
12. **SUBMISSION FREQUENCY:** Industrial Hygiene Survey reports, including monthly building inspection reports and off-site surveys, will be due within 15 working days following the inspection/surveys. Findings shall be entered in a government-provided tracking system. Follow-up inspections will be performed within 30 working days following appropriate notification of corrective action required to the user organization.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 4.1.6 and 4.3a
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Industrial Hygiene Survey and Building Inspection Reports provide proper notification to required parties of the completion of any building inspection/industrial hygiene surveys and reporting of any identified discrepancies.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Industrial Hygiene Survey and Building Inspection Reports shall be of sufficient detail to permit MSFC to properly evaluate the hazard or potential hazard. Information contained therein shall comply with applicable state, federal, and local regulations as necessary for appropriate documentation. In general, reports shall contain, but not necessarily be limited to:
- a. Identification of the hazard(s).
  - b. Measurement techniques - cite regulation where applicable.
  - c. Result of survey.
  - d. Number of persons exposed.
  - e. Location of hazard.
  - f. Recommendations for protective devices - if applicable.
  - g. Education activities performed.
  - h. Recommendations for elimination or abatement of hazard.
  - i. Follow-up activities anticipated.
  - j. Personal protection equipment inspection, if applicable.
  - k. SHE TRAK finding numbers associated with all findings.
- 15.4 **FORMAT:** Contracting format is acceptable with COTR approval.
- 15.5 **MAINTENANCE:** None required



## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1237                      **ISSUE:** Basic
2. **DRD NO.:** **1237MA-005**
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** Radiation Survey Reports
7. **DESCRIPTION/USE:** To assure compliance with Nuclear Regulatory Commission (NRC) Regulations.
8. **OPR:** AS10                      9. **DM:** AS10
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Within six months following contract award
12. **SUBMISSION FREQUENCY:** Annually, within 15 working days following inspection
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 5.3b
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Radiation Survey Report provides proper notification of completion of any radiation surveys and reporting of identified discrepancies to required parties.
- 15.2 **APPLICABLE DOCUMENTS:**  
10 CFR (Title 10)                      *Nuclear Regulatory Commission (NRC) Rules and Regulations*
- 15.3 **CONTENTS:** The Radiation Survey Reports shall be of sufficient detail to permit MSFC to properly evaluate the radiation hazard or potential hazard. The report shall also include the complete inventory of all ionizing radiation sources and producing devices. Information contained therein shall comply with 10 CFR (Title 10) and applicable state, federal, and local regulations as necessary for appropriate documentation.
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** None required

**DATA REQUIREMENTS DESCRIPTION (DRD)**

1. **DPD NO.:** 1237                      **ISSUE:** Basic
2. **DRD NO.:** **1237MA-006**
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** Cafeteria Inspection Reports
7. **DESCRIPTION/USE:** To provide details of cafeteria inspections.
8. **OPR:** AS10                      9. **DM:** AS10
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** No later than 45 days following first cafeteria inspection after contract award.
12. **SUBMISSION FREQUENCY:** Quarterly, within 10 working days following inspection All findings shall be entered into a government-provided tracking system.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 4.3b
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Cafeteria Inspection Report provides proper notification to required parties of completion of any cafeteria inspections and reporting of identified discrepancies.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Cafeteria Inspection Report shall be of sufficient detail to permit MSFC to properly evaluate the sanitation conditions and any potential hazards. Information contained therein shall at least be comparable to that required by the state of Alabama and the Food and Drug Administration (FDA).
- 15.4 **FORMAT:** Contractor format is acceptable with COTR approval.
- 15.5 **MAINTENANCE:** None required

**DATA REQUIREMENTS DESCRIPTION (DRD)**

1. **DPD NO.:** 1237                      **ISSUE:** Basic
2. **DRD NO.:** **1237MA-007**
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** Non-ionizing Radiation Survey Reports
7. **DESCRIPTION/USE:** To assure compliance with all applicable Federal, state and other industry accepted standards American National Standards Institute (ANSI) standards.
8. **OPR:** AS10                      9. **DM:** AS10
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** No later than six months following contract award
12. **SUBMISSION FREQUENCY:** Annually, within 15 working days following inspection
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 5.3c
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Non-ionizing Radiation Survey Reports provides proper notification to required parties of completion of any laser surveys and reporting of identified discrepancies.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Non-ionizing Radiation Reports shall be of sufficient detail to permit MSFC to properly evaluate hazardous or potentially hazardous conditions. The report shall also include the complete inventory of all non ionizing radiation producing devices. Information contained therein shall comply with applicable state, federal, and local regulations as necessary for appropriate documentation.
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** None required

**DATA REQUIREMENTS DESCRIPTION (DRD)**

1. **DPD NO.:** 1237                      **ISSUE:** Basic
2. **DRD NO.:** **1237MA-008**
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** Industrial Hygiene Building Inspection Schedule
7. **DESCRIPTION/USE:** To provide schedule planning for building inspections
8. **OPR:** AS10                      9. **DM:** AS10
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Fifteenth of month following first month of operation after Authority to Proceed (ATP)
12. **SUBMISSION FREQUENCY:** Update annually by January 15th of each year
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 4.3c
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Industrial Hygiene Building Inspection Schedule provides details regarding scheduled inspections.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Industrial Hygiene Building Inspection Schedule shall include each building/structure, the month it is to be inspected, and name of individual to whom it is assigned.
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** None required

**DATA REQUIREMENTS DESCRIPTION (DRD)**

1. **DPD NO.:** 1237                      **ISSUE:** Basic
2. **DRD NO.:** **1237MA-009**
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** Asbestos Quality Assurance Program Plan
7. **DESCRIPTION/USE:** To assure quality processes are utilized in collecting and analyzing asbestos samples.
8. **OPR:** AS10                      9. **DM:** AS10
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Within 90 days following contract award
12. **SUBMISSION FREQUENCY:** One time, update as required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 4.3d
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Asbestos Quality Assurance Program Plan provides procedures for collecting and analyzing asbestos samples.
- 15.2 **APPLICABLE DOCUMENTS:**  
29 CFR 1910.1001                      *Asbestos*  
29 CFR 1926.1101                      *Asbestos*
- 15.3 **CONTENTS:** The Asbestos Quality Assurance Program Plan shall meet industry standards.
- 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.:** 1237                      **ISSUE:** Basic
2. **DRD NO.:** 1237MA-010
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** Industrial Hygiene Hazard Assessment Documentation
7. **DESCRIPTION/USE:** To provide documentation of industrial hygiene hazards identified, sampling plans for exposure monitoring and results of monitoring.
8. **OPR:** AS10                      9. **DM:** AS10
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Documentation of industrial hygiene hazard assessments for each building due within first 12 months of contract
12. **SUBMISSION FREQUENCY:** For each building assessment performed: (1) Sampling plan due within 15 days after completion of assessment; (2) Monitoring report due within 30 days after completion of assessment. Building reassessments: as required.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 2.3f
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** Industrial Hygiene Hazard Assessment Documentation provides documentation of potential industrial hygiene hazards identified for each building, sampling plans for monitoring exposure levels, and results of monitoring performed.
- 15.2 **APPLICABLE DOCUMENTS:**  
NPR 1800.1                      *NASA Occupational Health Program Procedures*
- 15.3 **CONTENTS:** The Industrial Hygiene Hazard Assessment Documentation shall meet the requirements of NPR 1800.1 and consist of:
  - a. Industrial Hygiene Hazard Assessment for each building:
    1. Identification of the potential employee exposures (e.g., physical, chemical, biological, etc.) associated with the activities or tasks performed in assessed building.
    2. Measurement techniques - cite regulation where applicable.
    3. Personnel in building by job category or task.
    4. Activities or tasks being performed in the building.
    5. Location of hazard.
  - b. Sampling plan for each building shall provide detailed outline of what will be monitored, measuring techniques to be used, and how sampling will be performed.
  - c. Monitoring report shall provide the results of samples taken in monitored building.
- 15.4 **FORMAT:** To be established with agreement of COTR
- 15.5 **MAINTENANCE:** None required

## DATA REQUIREMENTS DESCRIPTION (DRD)

- |                         |              |                                      |
|-------------------------|--------------|--------------------------------------|
| 1. <b>DPD NO.:</b> 1237 | ISSUE: Basic | 2. <b>DRD NO.:</b> <b>1237MA-011</b> |
| 3. <b>DATA TYPE:</b> 3  |              | 4. <b>DATE REVISED:</b>              |
|                         |              | 5. <b>PAGE:</b> 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:** AS10
10. **DISTRIBUTION:** Per Contracting Officer's letter. One copy each shall go to MSFC's Protective Services Office, Facilities Planning and Business Management Office and IS30/Steven Deutschendorf.
11. **INITIAL SUBMISSION:** No later than 10 working days after Authority to Proceed (ATP)
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 2.3g
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.:** 1237                      **ISSUE:** Basic
2. **DRD NO.:** 1237MA-012
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/1
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:** AS10
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 2.3e
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Contractor Employee Clearance Document provides verification that all badged employees have properly cleared all accounts when the access is no longer needed.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Contractor Employee Clearance Document shall contain all the information required by MSFC Form 383-1.
- 15.4 **FORMAT:** MSFC Form 383-1, "Contractor Employee Clearance Document".
- 15.5 **MAINTENANCE:** None required



## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1237
2. **DRD NO.:** **1237MA-013**
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:** AS10
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 Authority to Proceed (ATP)
12. **SUBMISSION FREQUENCY:** Update as personnel or position changes occur
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 2.3h
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

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1237                      **ISSUE:** Basic
2. **DRD NO.:** **1237MA-014**
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/2
6. **TITLE:** Organizational Conflicts of Interest (OCI) Avoidance Plan
7. **DESCRIPTION/USE:** To demonstrate to the Government that the Contractor will mitigate organizational conflicts of interest and ensure that the contractor provides unbiased, impartial advice and adequately protects sensitive data.
8. **OPR:** AS10                      9. **DM:** AS10
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** 60 days after contract award
12. **SUBMISSION FREQUENCY:** Revise as required; update at least annually
13. **REMARKS:** Reference is made to 1852.237-72, *Access to Sensitive Information*; 1852.237-73, *Release of Sensitive Information*.
14. **INTERRELATIONSHIP:** PWS paragraph 2.3p and H.14
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Organizational Conflicts of Interest (OCI) Avoidance Plan demonstrates that no organizational conflict of interest exists or that any such potential conflicts have been adequately avoided or mitigated, especially when using subject matter experts or technical experts connected to any prime contractor or subcontractor performing or planning to propose on design, development, and/or delivery of space flight hardware, software, mission integration services or other critical systems related to MSFC. The Contractor should not assume that government performance of a contracted task is a form of mitigation.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3. **CONTENTS:** The Organizational Conflicts of Interest (OCI) Avoidance Plan shall include the following:
  - a. Organizational conflicts of interest pertaining to impaired objectivity shall be addressed as follows:
    1. Describe the nature of the conflict including any business relationships that might create a conflict with the performance of the work statement
    2. Describe the plan for avoiding, neutralizing, or mitigating the conflict, including the following with regard to subject matter experts/technical experts if applicable:
      - (a) That the management reporting chains between this contract and the work performed by the subject matter experts/technical experts for the conflicting business relationship are separated from each other.
      - (b) That the subject matter experts/technical experts when performing under this contract are physically separated from the portion of the company performing the work for the conflicting business relationships.
      - (c) That each subject matter expert/technical expert performing under this contract signs an express, binding, written agreement setting forth all responsibilities and duties to avoid organizational conflicts of interest and to protect sensitive data provided under this order.
      - (d) That techniques are in place to ensure that the contractor shall not favor the conflicting business relationships and will avoid the appearance of conflicts of interest.

**DRD Continuation Sheet**

**TITLE:** Organizational Conflict of Interest (OCI) Avoidance Plan  
**DATA TYPE:** 3

**DRD NO.:** 1237MA-014  
**PAGE:** 2/2

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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.

**DATA REQUIREMENTS DESCRIPTION (DRD)**

1. **DPD NO.:** 1237                      **ISSUE:** Basic
2. **DRD NO.:** **1237MA-015**
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** NRC License Renewal/Amendment
7. **DESCRIPTION/USE:** To assure compliance with Nuclear Regulatory Commission (NRC) Regulations.
8. **OPR:** AS10                      9. **DM:** AS10
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** As required by the NRC
12. **SUBMISSION FREQUENCY:** As required by the NRC or when amendments are required to the license.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraphs 5.1.2e and 5.3a
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The NRC License Renewal/Amendment maintains current NRC license and submit required license renewal information and request for amendments.
- 15.2 **APPLICABLE DOCUMENTS:**  
10 CFR (Title 10)                      *Nuclear Regulatory Commission (NRC) Rules and Regulations*
- 15.3 **CONTENTS:** The NRC License Renewal/Amendment shall provide sufficient information to adequately describe all radioactive material, radiological controls and other information by the NRC as defined in 10 CFR (Title 10). All amendments shall be prepared to provide sufficient detail to changes of the MSFC radioactive material inventory.
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** None required

**DATA REQUIREMENTS DESCRIPTION (DRD)**

1. **DPD NO.:** 1237                      **ISSUE:** Basic
2. **DRD NO.:** **1237MA-016**
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** Professional Certifications and Licensures
7. **DESCRIPTION/USE:** To submit a summary list of credentials for all personnel covered by certification and licensure requirements of the contract.
8. **OPR:** AS10                      9. **DM:** AS10
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Within 30 days after contract award
12. **SUBMISSION FREQUENCY:** Annually
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 5.3d
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Professional Certifications and Licensures will validate essential credentials for personnel on the contract whom certifications and licensures are required.
- 15.2 **APPLICABLE DOCUMENTS:**  
NPR 1800.1                      *NASA Occupational Health Program Procedures*
- 15.3 **CONTENTS:** The Professional Certifications and Licensures shall meet the requirements of NPR 1800.1 and contain but not to be limited to:
  - a. Last date of licensing or certification.
  - b. Certifying or licensing entity.
  - c. Copy of certification or license.
  - d. Date of the next scheduled training event.
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** None required

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1237                      **ISSUE:** Basic
2. **DRD NO.:** **1237QE-001**
3. **DATA TYPE:** 2
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** Medical Quality Assurance (QA) Plan
7. **DESCRIPTION/USE:** Documentation of quality planning, control, and improvement processes.
8. **OPR:** AS10                      9. **DM:** AS10
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** 60 days after contract award
12. **SUBMISSION FREQUENCY:** Revise as required; update at least annually
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 3.3a
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Medical Quality Assurance (QA) Plan describes the contractor's approach to providing quality service in the performance of this contract.
- 15.2 **APPLICABLE DOCUMENTS:**  
       NPR 1800.1                      *NASA Occupational Health Program Procedures*
- 15.3 **CONTENTS:** The Medical Quality Assurance (QA) Plan shall evaluate all aspects of the medical quality assurance program and meet the requirements of NPR 1800.1 and address as a minimum the following:
  - a. Maintaining confidentiality and privacy of clinic operations.
  - b. Assuring safe clinic operations.
  - c. Validation of staff knowledge.
  - d. Assurance of credentials and licensures of medical staff.
  - e. Ensuring and maintaining current internal operating procedures are in place and followed.
  - f. Conducting internal audits and medical chart reviews.
  - g. Validation of readiness of medications, supplies and equipment.
  - h. Assuring appropriate medical records system are in place.
- 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.:** 1237                      **ISSUE:** Basic
2. **DRD NO.:** **1237SA-001**
3. **DATA TYPE:** 2
4. **DATE REVISED:**
5. **PAGE:** 1/4
6. **TITLE:** Safety, Health, and Environmental (SHE) Plan
7. **DESCRIPTION/USE:** A contractor generated document that describes the contractor's approach to assuring compliance with the Marshall Space Flight Center (MSFC) SHE core program requirements. The contractor's SHE Plan shall describe how the contractor will (1) prevent employee fatalities, (2) reduce the number of SHE mishaps, (3) reduce the severity of employee injuries and illnesses, and (4) protect the environment through the ongoing planning, implementation, integration and management control of the contractor's industrial safety, occupational health, and environmental program in accordance with NFS 1852.223-73.
8. **OPR:** AS10/QD12                      9. **DM:** AS10
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Preliminary with proposal
12. **SUBMISSION FREQUENCY:** Ten days after Authority to Proceed (ATP); update as required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** NFS 1852.223-70, *Safety and Health*; NFS 1852.223-72, *Safety and Health (Short Form)*; NFS 1852.223-73, *Safety and Health Plan*; FAR 52.223-1, *Biobased Product Certification*; FAR 52.223-2, *Affirmative Procurement of Biobased Products Under Service and Construction Contracts*; FAR 52.223-3, *Hazardous Material Identification and Material Safety Data*; FAR 52.223-10, *Waste Reduction Program*; FAR 52.223-13, *Certification of Toxic Chemical Release Reporting*; and FAR 52.223-14, *Toxic Chemical Release Reporting*; 52.223-15, *Energy Efficiency in Energy-Consuming Products*; 52.223-16, *IEEE 1680, Standard for Environmental Assessment of Personal Computer Products*. DRD 1237SA-003, *Mishap and Safety Statistics Report*. PWS paragraph 2.31
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Safety, Health, and Environmental Plan shall describe the contractor's methods of planning, implementing and controlling industrial safety, occupational health, and environmental requirements to assure compliance with the MSFC SHE program over the duration of this contract.
- 15.2 **APPLICABLE DOCUMENTS:** Code of Federal Regulations (CFR) and listed consensus standards are applicable to all contracts to the extent specified in the contract. NASA and MSFC documents are applicable to all contracts performed onsite to extent specified in the contract.
 

29 CFR Part 1903	<i>Inspections, Citations, and Proposed Penalties</i>
29 CFR Part 1910	<i>Department of Labor; Occupational Safety and Health Administration Standards for General Industry</i>
29 CFR Part 1926	<i>Department of Labor; Occupational Safety and Health Administration Standards for Construction Industry</i>
CFR Title 40 Parts 1-1068	<i>Protection of Environment</i>
ANSI Standards applicable to the scope of this contract	
ASME Boiler and Pressure Vessel Code applicable to the scope of this contract	
NFPA Standards	<i>National Fire Codes</i>
NASA-STD-8719.11	<i>Safety Standard for Fire Protection</i>
NPR 8715.3	<i>NASA General Safety Program Requirements</i>
MPR 1040.3	<i>MSFC Emergency Plan</i>
MPD 1800.1	<i>MSFC Smoking Policy</i>
MPR 1800.1	<i>Bloodborne Pathogens</i>

## DRD Continuation Sheet

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

**DRD NO.:** 1237SA-001

**DATA TYPE:** 2

**PAGE:** 2/4

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

MPR 1800.2	<i>MSFC Ergonomics Program</i>
MPR 1810.1	<i>MSFC Occupational Medicine</i>
MPD 1840.1	<i>MSFC Environmental Health Program</i>
MPR 1840.1	<i>MSFC Confined Space Entries FFFASUFF one of the FFFAFFFFAF gram</i>
MPR 1840.2	<i>MSFC Hazard Communication Program</i>
MPD 1840.3	<i>MSFC Respiratory Protection Program</i>
MPR 1840.3	<i>MSFC Hazardous Chemicals in Laboratories Protection Program</i>
MPR 1840.4	<i>MSFC Asbestos 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 8500.1	<i>MSFC Environmental Management Program</i>
MPR 8500.2	<i>MSFC Environmental Management System Manual</i>
MWI 8540.2	<i>Affirmative Procurement Program for Environmentally Preferable Products</i>
MWI 8550.1	<i>Waste Management</i>
MWI 8550.2	<i>Storm Water Management</i>
MWI 8550.3	<i>Wastewater Compliance</i>
MWI 8550.4	<i>Air Emissions Compliance</i>
MWI 8550.5	<i>Chemical Management</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 &amp; 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, &amp; 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 &amp; Risk Mitigation Program</i>
MPD 8900.1	<i>Medical Operations Responsibilities for Human Space Flight Programs</i>

(NOTE: This document only applies to Space Station contracts)

**15.3 CONTENTS:** The contractor's Safety, Health, and Environmental (SHE) Plan shall clearly describe their approach and methods for assuring compliance with the following MSFC SHE core program requirements and the applicable documents listed in 15.2 to the extent specified as applicable to this contracted effort.

**a. Management leadership and employee involvement:**

1. A description of the contractor's policy and managements 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) assure compliance with EPA, OSHA, NASA, MSFC MPR 8715.1 and all other MSFC SHE document requirements listed in 15.2 that are applicable to this contracted effort.
2. A description of the techniques implemented by the contractor to assure management and employees are (1) held accountable and fully understand their roles and responsibilities to perform their jobs/tasks in a safe and healthful manner while protecting the environment and (2) these roles and responsibilities are flowed-down to all subcontractors, when applicable



## DRD Continuation Sheet

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

**DRD NO.:** 1237SA-001

**DATA TYPE:** 2

**PAGE:** 3/4

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

3. A description of the actions taken or the disciplinary program implemented by the contractor when management or employees are discovered not performing their jobs/tasks in a safe and healthful manner or protecting the environment and how these actions are flowed-down to subcontractors, when applicable.
  4. A description of how self evaluations of the contractor's safety, health and environmental program are performed and documented, and includes the frequency of these self evaluations.
  5. Provide the identification, by title, of the individual assigned by the contractor to be responsible for implementing the contractor's SHE program elements and will serve as the day-to-day SHE Point of Contact (POC) for this contracted effort.
  6. A description of how the SHE plan is maintained current with contract, NASA and MSFC requirements, and updated as necessary.
- b. System and worksite analysis:
1. A description of how the contractor assures potentially hazardous conditions are identified in the work area and operations (e.g., hazard analysis, safety assessment, risk assessment and employee identified concerns).
  2. A description of the interrelationship between the applicable MSFC documented programs listed in 15.2 and the OSHA programs that require documented program applicable to this contracted effort (e.g., Respiratory Protection, Hazard Communication, Confined Space, and Lockout/Tagout).
  3. A description of how each contractor supervisor performs and documents monthly safety visits of their assigned work area in accordance with MPR 8715.1 and MWI 8715.12. (**NOTE:** Onsite safety visits shall be performed once per month per supervisor and documented in the MSFC SSWP.)
- c. Hazard prevention and control:
1. A description of how the contractor assures potentially hazardous conditions are controlled in the work area or in an operation. This can include the generation of plans, procedures, and other working documents that clearly identify the hazardous conditions and the necessary cautions taken to mitigate the hazards in accordance with MWI 8715.15. (**NOTE:** MSFC Safety Branch concurrence is required for all onsite hazardous procedures and MSFC requires these procedures and plans to be reviewed annually.)
  2. A description of how the contractor assures (1) the procurement, storage, issuance, and use of hazardous chemical and materials is in accordance with MPR 8500.1 and (2) the recycling and disposal of any hazardous waste generated under this contracted effort is in accordance with MWI 8550.1 [**NOTE:** This can be described in e. environmental compliance if CPR e. is applicable.] [Applicable **ONLY** to contracts containing potentially hazardous operations defined in the Tailoring Notes or that purchase or use chemicals, or generate hazardous waste]
  3. A description of the contractor's emergency management program and provide a list of contractor emergency points of contact located onsite in accordance with MPR 1040.3. (**NOTE:** Onsite contractors may use MPR 1040.3 as their emergency management program.)
  4. A description of how the contractor assures all mishaps and close calls are investigated to the extent necessary to determine root cause and the reporting requirements are in accordance with MWI 8621.1. (Reference DRD 1237SA-003, *Mishap and Safety Statistics Report*).
  5. A description of how the contractor provides safety, health, and environmental services applicable to this contracted effort (e.g., hazardous waste disposal, industrial hygiene monitoring, emergency medical support, hearing conservation program, respiratory protection, and hazard communication). (**NOTE:** Provide a list of all services that are to be provided by MSFC for onsite work.)
  6. A description of how contractor employees are trained to and given the authority to suspend work where safety, health or environmental conditions warrant such action in accordance with 29 CFR 1903 and MPR 8715.1.

## DRD Continuation Sheet

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

**DRD NO.:** 1237SA-001

**DATA TYPE:** 2

**PAGE:** 4/4

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

**d. Safety, health and environmental training:**

1. A description of how each contractor employee is (1) trained to recognize hazards, (2) avoid accidents, (3) know the hazards specific to their job, and (4) fully understands the contractor's disciplinary program in accordance with 29 CFR Part 1903, MPR 3410.1, and MPR 8715.1.
2. A description of how contractor employee training needs are determined that are specific to the job the employee is expected to perform in accordance with 29 CFR Part 1910 and MPR 3410.1. (**NOTE:** Onsite employee training assessments shall be performed using the SHE Training Assessment located on the MSFC SSWP.)
3. A description of how the contractor provides and documents training for employees that are designated as (1) competent, or (2) qualified, or (3) authorized, or (4) certified to perform operations that require job specific training in accordance with 29 CFR 1910 or 29 CFR 1926. [**NOTE:** This applies to job categories being performed onsite that do not require a MSFC Safety Certification per MWI 3410.1.]
4. Provide a **list** of operations or job categories performed by the contractor that require a MSFC Safety Certification under this contracted effort in accordance with MWI 3410.1, "Personnel Certification Program." (**NOTE:** Onsite contractor safety certifications required by MWI 3410.1 shall be tracked in the MSFC Certification Database (CERTRAK).)

**e. Environmental compliance – A description of how the contractor assures compliance with environmental laws and regulations CFR Title 40 Parts 1-1068, Alabama Department of Environmental Management (ADEM), and MPR 8500.1 under this contracted effort by:**

1. Reporting hazardous and toxic substance use in accordance with MWI 8550.5.
2. Implementing and reporting green procurements in accordance with MWI 8540.2.
3. Reducing, reusing, and recycling of hazardous and toxic substances prior to disposal in accordance with MWI 8550.1.
4. Minimizing stormwater pollution in accordance with MWI 8550.2.
5. Ensuring equipment and processes permitted by applicable laws in accordance with MWI 8550.4.
6. Disposing of solid and liquid materials as permitted by applicable laws in accordance with MWI 8550.1.

**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.:** 1237                      **ISSUE:** Basic
2. **DRD NO.:** **1237SA-002**
3. **DATA TYPE:** 2
4. **DATE REVISED:**
5. **PAGE:** 1/2
6. **TITLE:** Personnel Certification Plan
7. **DESCRIPTION/USE:** To provide the contractor and the Government a baseline document for the identification and definition of personnel certification criteria and the procedures to be implemented by the contractor to ensure a certification program is implemented in accordance with NPR 8715.3 and MSFC program/project requirements.
8. **OPR:** QD12/QD40/ED01                      9. **DM:** AS10
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** 30 days after Authority to Proceed (ATP)
12. **SUBMISSION FREQUENCY:** Revise as required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 2.3j
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Personnel Certification Plan is for the contractor to provide their processes for training, certification, and re-certification of personnel engaged in the performance of MSFC critical processes or potentially hazardous operations. The purpose of a certification program is to assure that all personnel performing MSFC critical processes or potentially hazardous operation are capable of performing these processes or operations without endangering themselves, fellow employees, equipment and/or facilities. It is mandatory that these MSFC critical processes or potentially hazardous operations are performed by trained and certified personnel.
- 15.2 **APPLICABLE DOCUMENTS:**

MPR 3410.1	<i>Training</i>
MWI 3410.1	<i>Personnel Certification Program</i>
NPR 8715.3	<i>NASA General Safety Program Requirements</i>
- 15.3 **CONTENTS:** The Personnel Certification Plan shall provide a description of how the contractor will implement and assure an effective training program in accordance with MPR 3410.1, certification program in accordance with NPR 8715.3 and the tracking of these certifications in accordance with MWI 3410.1. The plan shall include the following:
  - a. Certification program:
    1. General:
      - (a) Certification Program description.
      - (b) Method to select operations or classifications requiring a certification.

## DRD Continuation Sheet

**TITLE:** Personnel Certification Plan

**DRD NO.:** 1237SA-002

**DATA TYPE:** 2

**PAGE:** 2/2

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

2. Certification requirements/skills:
  - (a) Education, training, skills and other qualifications.
  - (b) Physical condition, if applicable.
3. Certification process:
  - (a) Testing process (written and/or proficiency testing).
  - (b) On-Job-Training (OJT), if applicable.
  - (c) Documentation and training of the certification
- b. Documentation required for certification.
- c. List specific operations types or classifications requiring certification. This can be determined by the operations and processes identified in the Statement of Work (SOW). Examples include the following:
  1. High pressure tubing fabrication and assembly.
  2. Welding:
    - (a) Carbon steel.
    - (b) Stainless steel.
    - (c) Aluminum.
  3. Control system operations.
  4. Schematic drawing comprehension.
  5. Other processes identified by the Statement of Work (SOW).
- d. NPR 8715.3 and MWI 3410.1 provide a list of potentially hazardous operation and skills that require a NASA certification. Examples include the following:
  1. Forklift, crane and hoist operators.
  2. Cryogenic and other hazardous pressure system operators.
  3. Propellant & Explosive Handlers.
  4. Hazardous chemical/toxic material handling.
  5. Confined space entry.
  6. Electrical/instrumentation cable fabrication (including test articles):
    - (a) Crimping.
    - (b) Cabling, Harnessing, and Wiring.
    - (c) Soldering including Surface Mount Technology (SMT).
    - (d) Staking and Conformal Coating.
    - (e) ESD Control.
- e. Welding inspection and nondestructive evaluation (NDE).
  1. Penetrant Testing.
  2. Magnetic Particle Testing.
  3. Eddy Current Testing.
  4. Radiographic Testing.
  5. Thermal/Infrared Testing.
  6. Visual Testing.

**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. <b>DPD NO.:</b> 1237 | ISSUE: Basic | 2. <b>DRD NO.:</b> <b>1237SA-003</b> |
| 3. <b>DATA TYPE:</b> 3  |              | 4. <b>DATE REVISED:</b>              |
|                         |              | 5. <b>PAGE:</b> 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:** QD12                      9. **DM:** AS10
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:**
- a. **Safety Statistics** for the previous month shall be submitted by the 10<sup>th</sup> of each month after contract award.
    1. Safety statistics are reported using MSFC Form 4371, or an electronic notification system equivalent, or direct input to NASA Incident Reporting Information System (IRIS) database by the contractor designated IRIS representative.
    2. Safety statistics reports shall include: contract number, subcontractors, NAISC codes, number of employees, number of supervisors, hours worked, and number of injuries including days away from work and/or first-aid cases.
    3. Access to IRIS database can be obtained from the MSFC S&MA IRIS administrator located in the MSFC Industrial Safety Branch (ISB) after contract award.
  - b. **Initial reporting for ALL mishaps (Type A, B, C and D mishaps and close calls)** for ALL contractors working onsite shall be reported to MSFC Industrial Safety Branch (ISB) as soon as possible, but **no later than 1 hour** of occurrence or awareness by:
    1. Direct input through the "SHE Report" located on the Safety, Health & Environmental (SHE) webpage located on "Inside Marshall." On the SHE webpage select the "Mishaps, Questions and Concerns" pull-down menu, then select "Report Mishaps/Close Calls/ Concerns." (At MSFC this is the preferred method of reporting), or
    2. Calling the Safety Hotline (256) 544-0046 or 544-HELP (4357), option "safety," or
    3. Direct input into the NASA Incident Reporting Information System (IRIS) by the contractor designated IRIS representative.
  - c. **Initial reporting for Type A and B mishaps and high visibility close calls** for contractors working **offsite** shall be reported to MSFC Industrial Safety Branch (ISB) as soon as possible, but **no later than 1 hour** of occurrence or awareness by either of the following methods in section b.2 or b.3.
    1. If a contractor employee has any type mishap while visiting a MSFC controlled site, they shall report immediately to their site sponsor in addition to other reporting requirements.
  - d. **Initial reporting for Type C and D and low visibility close calls** for contractors working **offsite** shall be reported via the Safety Statistics Report submitted monthly. Follow-up information for these type mishaps and close calls can be requested by MSFC ISB.
  - e. **Initial reports for all mishaps and close calls** shall provide as much information as possible, but at a minimum include the following: 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 in accordance with MWI 8621.1 and NPR 8621.1.
  - f. **Reporting of a non-work-related fatality or serious injury or illnesses that occur to contractor employee while working onsite shall be within 24 hours** of occurrence or awareness of injury by:
    1. Notifying the Contracting Officer and MSFC ISB. (For contractors working offsite reporting of a non-work-related injury or illness notification is at the discretion of the family.)
  - g. **Follow-up reporting for ALL contractors:**
    1. **Type A or B mishaps, or high visibility mishaps or close calls:** Follow-up report **within 24 hours** through IRIS entry by the contractor designated IRIS representative, or electronic submittal to MSFC ISB.

## DRD Continuation Sheet

TITLE: Mishap and Safety Statistics Reports

DRD NO.: **1237SA-003**

DATA TYPE: 3

PAGE: 2/3

**11. INITIAL SUBMISSION (CONTINUED):**

- 2. **Type C or D mishaps, or non-high visibility close calls:** Follow-up report or update **within 6 days** through IRIS entry by the contractor designated IRIS representative, or electronic submittal to MSFC ISB.
- 3. **Type A, B, and Close Calls with high Type A or B potential Investigation Mishap Board Report:** submitted after completion of investigation. Corrective Action Plan submitted upon Endorsing Official approval.
- 4. **All Mishaps:** Follow-up Corrective Action Plan/Status 30 days after first mishap.
- h. **Safety Concerns, Hazards, and non-reportable mishaps** for contractors working **onsite** shall be reported per MPR 8715.1 and MWI 8715.13.

12. **SUBMISSION FREQUENCY:** Safety Statistics (MSFC Form 4371, IRIS entry, or an equivalent electronic submittal) - By the 10<sup>th</sup> of each month to MSFC ISB. 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 to MSFC ISB.

**13. REMARKS:**

14. **INTERRELATIONSHIP:** DRD 1237SA-001, *Safety, Health, and Environmental (SHE) Plan*. PWS paragraph 2.3k

**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>                                          |
| MWI 8715.13 | <i>Safety Concerns Reporting System (SCRS)</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 4371, "MSFC Contractor Accident and Safety Statistics."
- b. Mishap Board Report using the format provided in NPR 8621.1.
- c. Additional Information Submittal per MWI 8621.1.

- 15.5 **MAINTENANCE:** None required

**15.6 DEFINITIONS:**

NASA Mishap. An unplanned event that results in at least one of the following:

- a. Injury to non-NASA personnel, caused by NASA operations.
- b. Damage to public or private property (including foreign property), caused by NASA operations or NASA-funded development or research projects.
- c. Occupational injury or occupational illness to NASA personnel.

**DRD Continuation Sheet****TITLE:** Mishap and Safety Statistics Reports**DRD NO.:** 1237SA-003**DATA TYPE:** 3**PAGE:** 3/3**15. DATA PREPARATION INFORMATION (CONTINUED):**

- d. NASA mission failure before the scheduled completion of the planned primary mission.
- e. Destruction of, or damage to, NASA property except for a malfunction or failure of component parts that are normally subject to fair wear and tear and have a fixed useful life that is less than the fixed useful life of the complete system or unit of equipment, provided that the following are true: 1) there was adequate preventative maintenance; and 2) the malfunction or failure was the only damage and the sole action is to replace or repair that component.

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.

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.

Offsite. A contractor that is not located on a NASA Center or NASA-owned facility.

Onsite. A contractor that is located on a NASA Center or NASA-owned facility.



<b><u>Safety Performance Evaluation Summary</u></b> <b>Evaluation Criteria and Performance Recognition</b>
---------------------------------------------------------------------------------------------------------------

**EVALUATION CRITERIA**

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

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

**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 a NASA NPR 8621.1B, on a monthly basis, will result in a deduction of \$1,000 for each occurrence of failure to report. Information to be reported includes items listed in paragraph 6 of the clause.



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

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.

**Safety Health (S) Management Implementation Guide and Assessment Matrix (continued)**

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			
6	All sub-elements in process or in place. Strong management leadership and commitment have 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

**Safety Health (S) Management Implementation Guide and Assessment Matrix (continued)**

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			
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.

## Government Property Management Plan

To be provided by the Offeror in accordance with  
DRD 1237LS-001

**List of Government Provided Property  
Medical Equipment**

Item Name	Mfg Name	Mfg Model No	Mfg Serial No	Building	Room
ELECTROCARDIOGRAPH	General Electronics	MAC 1200	F7L00171X	MS-4249	143
DEFIBRILLATOR/MONITOR	MEDTRONIC PHYSIO-CONTROL CORP	NONE	00004104	MS-4249	133
ELETROCARDIOGRAPH	General Electronics	MAC1200	E3LB2740FX	MS-4249	151A
TABLE, EXAMINING	MIDMARK CORP	411-003	AV008476	MS-4249	162
ELECTROCARDIOGRAPH	BURDICK CORP THE	Atria 3000	10670000475	MS-4249	147
DENSITOMETER, PORTABLE	NORLAND PRODUCTS INC	501A002	1267	MS-4249	156
TONOMETER	CANON INC	TX 10	200322	MS-4249	156
TABLE, EXAMINING	MIDMARK CORP	411017	JY002263	MS-4249	142
TABLE, RADIO GRAPHIC	SUMMIT MICRO DESIGN	S210	010201	MS-4249	140
DEFIBRILLATOR	MEDTRONIC PHYSIO-CONTROL CORP	LIFEPAC12	13674661	MS-4249	V40
ASSESSMENT SYSTEM	GENERAL ELECTRIC	CASE8000	J1DH2365M	MS-4249	120
TREADMILL	GENERAL ELECTRIC	T2000	J1Y56638M	MS-4249	120
DEFIBRILLATOR	MEDTRONIC PHYSIO-CONTROL CORP	LIFEPAC 12	039694	MS-4249	144
TABLE, EXAMINING, PROTOSCOPIC	MIDMARK	604	AV2354	MS-4249	134
Vital Signs Monitor (3)	Welch Allyn				151A, 143, 142
RA 500 Audiometer (2)					141
Spirometer,	Creative Biomedics				146
Easy One Spirometer					146
Suction Machine					143
Otoscope (7)	Welch Allyn				141, 142, 143, 147, 157, 134, 162
Detecto Scale					142
Physician Strain Gauge					146
Suretemp Thermometers (3)	Welch Allyn				142 143 147
Vision Tester	Titmus				156
Procedure Light	Welch Allyn				142
Autoclave	Ultraclave				144
Examination Tables (3)					
Automated Hematology Analyzer,	Sysmex	Model # KX-21N			
Phlebotomy chair					
Phlebotomy recliner					

## Industrial Hygiene Equipment

INSTRUMENT TYPE	MODEL	SERIAL #	MANUFACTURER
4 Gas Meter	Genesis	0116011	GasTech
4 gas O2, CO, H2S, LEL	4501	101715	AIM
4 gas O2, CO, H2S, LEL	GT 402	0016018	GASTECH
4 gas O2, CO, H2S, LEL	GT 402	9624059	GASTECH
4 gas O2, CO, H2S, LEL	GT 402	9624060	GASTECH
4 gas O2, CO, H2S, LEL	GX 86	HGX1264	GASTECH
4 gas O2, CO, H2S, LEL	GX 86	HGX 3162	GASTECH
4 gas O2, CO, H2S, LEL	GX 86	HGX0685	GASTECH
4 gas O2, CO, H2S, LEL	GX 86	HGX 1941	GASTECH
Acoustic Calibrator	QC10/QC20	QE7090163	Quest
Air Quality Monitor	aq-5000	1366	Metrosonics
Air velocity meter	9850	4177	Alnor
Air velocity meter	8385A	55060128	TSI
Velocity meter	9850	2872	ALNOR
Velocity meter	8386A	55100052	TSI INC
Velocity meter	VELOCICALC 8357	211099	TSI INC
Velocity meter	VELOCICALC PLUS 8360	50805 1	TSI INC
Alarming Dos.	Beeper II	M643264	Radiatron
Alarming Dosimeter	RAD 50 R	982592	Rados Technology
Alarming Dosimeter	RAD 50 R	982594	Rados Technology
Alarming Dosimeter	RAD 50 R	982593	Rados Technology
Alarming Dosimeter	RAD 50 R	982591	Rados Technology
alarming dosimeter	RAD-50R	990915	Rados Technology
Alarming Rate Dosimeter	RAD-50R	990452	Rados
Alarming Rate Dosimeter	Rad-50R	990449	Rados
Alarming Rate Dosimeter	Rad-50R	990451	Rados
Alarming Rate Dosimeter	Rad-50R	990450	Rados
Alarming Rate Dosimeter	Rad-50R	990446	Rados
Alpha Radiation Meter	12	178445	Ludlum
Calibrator	QC10/QC20	QIB070029	Quest
Combustible, Ammonia, Refrigerants	NGX-6	J41442	Gastrac
Countrate meter, neutron ball	12-4	207941	Ludlum
Countrate meter, neutron ball	12-4	203645	Ludlum
Dry cal Flow calibrator	DC-Lite	4170	BIOS
Dry cal Flow calibrator	DC-Lite	2179	BIOS
Dry cal Flow calibrator	DC-Lite	5890	BIOS
Dry cal Flow calibrator	DCL-M	5332	BIOS
Dry cal flow calibrator	DCL-MH	106737	Bios
Dry cal flow calibrator	DCL-ML	106898	Bios
Electric field probe type 8.3	2244/90.21	BB-0003	Narda
Electromagnetic radiation meter (EMR-20C)	2244/70	AY-0093	Narda
End Window Geiger-Meuller	E-120	6781	Eberline
Extendable dose rate meter	6112B	101911	Automess/Eberline

Geiger Counter	E-120	3737	Eberline
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## Industrial Hygiene Equipment (continued)

INSTRUMENT TYPE	MODEL	SERIAL #	MANUFACTURER
GM	E-120	2696	Eberline Instruments
Heat Stress	WIBGET RSS-214	A3711	IST IMAG&SENTE
IAQ meter with CO2 and CO	8762	55090492	TSI
Ion Chamber	RO20	3291	Eberline
Ion Chamber	RO-20	2844	Eberline Instruments
Ion Chamber	RO-20	2867	Eberline Instruments
Ion Chamber	17	218807	Ludlum
Ion chamber	2130R	E0003336	Mini Insts., Ltd
Ion Chamber	450	1390	Victoreen Inc N
Ion Chamber-Radiation Survey	450B	644	Victoreen Inc N
Istropic Probe	84C	200002	General Microwave
Light meter	401025	L786670	Extech
Light Meter	Panlux	8A99203	Gossen
Merc Vapor	411	411-1226	JEROME INST CP
Mercury Vapor	411	411-212	JEROME INST CP
Mercury Vapor	411	411-2115	JEROME INST CP
Mercury vapor analyzer	431-X	431-3338	Arizona Instruments
Meter, Survey	450B	742	Victoreen Inc N
Micro R Meter	192	178179	Ludlum
Noise Dosimeter	Q-300	QC7100052	Quest
Noise Dosimeter	Q-300	QC7100049	Quest
Noise Dosimeter	Q-300	QC7100051	Quest
Noise Dosimeter	Q-300	QC7100053	Quest
Noise Dosimeter	Q-300	QC7100050	Quest
Noise dosimeter	Q-300	QCB0601169	Quest
Noise dosimeter	Q-300	QCB060120	Quest
Noise dosimeter	Q-300	QCB060116	Quest
Noise dosimeter	Q-300	QCB060118	Quest
Noise dosimeter	Q-300	QCB060121	Quest
O2	246RA	1928	MSA
Pancake G-M	3	181165	Ludlum
Pancake G-M Survey Meter	3	180988	Ludlum
Particle counter	HHPC-6	001347-006	ARTI
Photoionization (Organics)	PHOTOVAC IS 3000	UA930217	MICROTIP
Photometer Probe	SFL 240	5829	Intl. Light
Pocket Dosimeter	138	118424	Arrow Tech
Pocket Dosimeter	138	125022	Arrow Tech
Pocket Dosimeter	138	125029	Arrow Tech
Pocket Geiger Mueller	2401-EC	176486	Ludlum
Rad Monitor	2401-P	204172	Ludlum
Rad. Monitor	2401-EC	176468	Ludlum

Radiation Survey Meter	17	218807	Ludlum
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## Industrial Hygiene Equipment (continued)

INSTRUMENT TYPE	MODEL	SERIAL #	MANUFACTURER
Radiation survey meter	19	216793	Ludlum
Radiation survey meter	2401 EC	204172	Ludlum
Radiometer/Photometer	IL1400A	6552	International Light
RF Radiation	484 (MICROWAVE/RF)	151127	RAHAM
Scaler Ratemeter	2221	218562	Ludlum
Sound Level Calibrator	4231	2592125	B&K
Sound Level Calibrator	4231	1914542	B&K
Sound Level Meter	2225	935570	B&K
Sound Level Meter	2225	1910907	B&K
Sound level meter	2232	2351351	B&K
Sound level meter	2232	2351352	B&K
Sound Level Meter	2236	1914406	B&K
Survey meter	Microrem	C786F	Bicron
Survey meter	2241-2	168440	Ludlum
Survey Meter	2401-P	204176	Ludlum
Dose rate meter	MicroSv AO Le	1896	Thermo
Survey meter	14C	214916	Ludlum
Air sampler for rad particles	DF-AB-40L-Li	8581	F&J Speciality
Sample Counter meter	Hand E Count	510	Thermo
Phase contrast Microscope	CH30	T3 9M13535	Olympus
Omega vacuum		15854	Atrix Intl.
Ozone sensor	A21ZX	72464	Eco Sensors
Dry cal Flow calibrator	Defender 510	111796	Bios
Qrae multigas meter	PGM2000	150-906615	Qrae
Qrae multigas meter	PGM2000	150-402293	Qrae
Qrae multigas meter	PGM2000	150-402309	Qrae
Qrae multigas meter	PGM2000	150-407560	Qrae
Omega vacuum		15870	Atrix Intl.
High vol pump green	120158		EMS
High vol pump green			EMS
High vol pump green			EMS
High vol pump green			EMS
Shark vacuum	EP037		Euro-Pro X
7 stage impactor kit			
3M Hepa vac	497	110150	3M
Nega master			
Qrae multigas meter	PGM2000	150-402307	Qrae
Qrae multigas meter	PGM2000	150-407589	Qrae
Qrae multigas meter	PGM2000	150-906603	Qrae
Qrae multigas meter	PGM2000	150-402322	Qrae
Qrae multigas meter	PGM2000	150-402294	Qrae
Magnetic dosimeter 60Hz			Integrity design
Fluke IR thermometer	63		Fluke
Fluke IR thermometer	63		Fluke
Survey master protimeter			GE



Moisture check		12251	Delmhorst
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## Industrial Hygiene Equipment (continued)

INSTRUMENT TYPE	MODEL	SERIAL #	MANUFACTURER
GE hi vol pump	Blue	1077	GE
Radon monitor	Crm-510	CRM510558	Femto-tek
IAQ meter with CO2 and CO	8762	57050339	TSI
IAQ meter with CO2 and CO	MP Surveyor 2	80239	Gray wolf
Sensit voc monitor	HXG-3	1770	Sensit
SAM unit	935-3b-abgq	25164	BNC
Quick take 15		692133	SKC
Quick take 15		692150	SKC
Quick take 15		692653	SKC
Smith's Repeat IR		254	Smith's
Hazmat ID		2236	Smith's
Laptop for hazmat ID			Dell
Receiving set, tv	KV27TS27	S017214977	Sony
Miran	205A	S00191	Foxboro
Isocyanate monitor	SPM	3923	Zellweger analytics
Anthrax detector	7200CE	AF0139	Idaho Technology
Laptop for anthrax detector	2647-8BU	78-XGTG8	IBM
Hazmat ID	023-1010	016600806F	Smith's
Smith's Repeat IR	023-4015	227	Smith's
Laptop for hazmat ID	PP17L	CN06G83448643	Dell
Microscope PLM	OPTIPHO T-POL	212863	Nikon corp
Digital camera	E5700	3097436	Nikon corp
Video camera	DCRTRV80	1328300	Sony
Computer, laptop	PP01L	CN06P823-48155	Dell
Infrared camera		24306767	Flir systems
Data projector	VPLCS5	32308	Sony
Toxic vapor analyzer	TVA1000 B81030	4.24E+08	Tech. Svcs Lab

## Respiratory Services Equipment

ITEM	NEMS #	QTY	Comments
Bauer Compressor	2129784	1	
Bauer Compressor fill station	N/A	1	
Biosystems Flow checker	1965689	1	
OHD Fit Tester 3000	1935633	1	
OHD Fit Tester 3001	N/A	1	
Respirator Dryer GS-2475	N/A	1	
Respirator Washer GS-3600	N/A	1	
SCBA	176387	1	
SCBA	1014711	1	
SCBA	1272595	1	
SCBA	1397695	1	
SCBA	1726385	1	
SCBA	1726386	1	
SCBA	1726395	1	
SCBA	1726396	1	
SCBA	1936377	1	
SCBA	2129786	1	
SCBA	3050307	1	
SCBA	3050308	1	
SCBA	3050309	1	
SCBA	3050310	1	
SCBA	3050313	1	
SCBA	3050314	1	
SCBA	3050315	1	
SCBA	3050316	1	
SCBA	3050317	1	
SCBA	3050318	1	
SCBA	3050319	1	
SCBA	3050320	1	
SCBA	3050321	1	
SCBA	13050212	1	
SCBA	GO31917	1	
SCBA	GO31918	1	
SCBA's without NEMS #		41	Includes spare regulators. Does not include RSAFD
SCBA's @ RSAFD		36	
TOTAL SCBAS IN SERVICE		67	Does not include RSAFD total.
SCBA's, NEW SCOTTS	N/A	31	Not in service yet
Whirlpool, Washer Portable	N/A	1	Used for washing shrouds from SA helmets
Other Items			
Copiers, Faxes, and Printers		12	Contractor required to provide supplies

WD 05-2008 (Rev.-9) was first posted on www.wdol.gov on 06/03/2008

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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

Shirley F. Ebbesen                      Division of  
Director                      Wage Determinations

Wage Determination No.: 2005-2008  
Revision No.: 9  
Date Of Revision: 05/29/2008

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	11.95
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	11.51
01192 - Order Clerk II	15.27
01261 - Personnel Assistant (Employment) I	13.69
01262 - Personnel Assistant (Employment) II	15.31
01263 - Personnel Assistant (Employment) III	17.06
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	10.26
01532 - Travel Clerk II	10.86
01533 - Travel Clerk III	11.58
01611 - Word Processor I	13.12
01612 - Word Processor II	14.73
01613 - Word Processor III	16.48

**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
<b>07000 - Food Preparation And Service Occupations</b>	
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	14.21
07260 - Waiter/Waitress	6.82
<b>09000 - Furniture Maintenance And Repair Occupations</b>	
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
<b>11000 - General Services And Support Occupations</b>	
11030 - Cleaner, Vehicles	9.28
11060 - Elevator Operator	8.58
11090 - Gardener	12.11
11122 - Housekeeping Aide	8.62
11150 - Janitor	8.58
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	7.70
11260 - Pruner	9.28
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	9.06
<b>12000 - Health Occupations</b>	
12010 - Ambulance Driver	14.41
12011 - Breath Alcohol Technician	14.71
12012 - Certified Occupational Therapist Assistant	20.35
12015 - Certified Physical Therapist Assistant	20.35
12020 - Dental Assistant	13.91
12025 - Dental Hygienist	20.44
12030 - EKG Technician	23.24
12035 - Electroneurodiagnostic Technologist	23.24
12040 - Emergency Medical Technician	14.41
12071 - Licensed Practical Nurse I	14.07
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.71
12100 - Medical Assistant	10.79
12130 - Medical Laboratory Technician	14.02
12160 - Medical Record Clerk	11.28
12190 - Medical Record Technician	13.60
12195 - Medical Transcriptionist	12.65
12210 - Nuclear Medicine Technologist	30.65
12221 - Nursing Assistant I	9.43
12222 - Nursing Assistant II	10.61
12223 - Nursing Assistant III	11.57
12224 - Nursing Assistant IV	12.99

12235 - Optical Dispenser	13.68
12236 - Optical Technician	10.38
12250 - Pharmacy Technician	12.62
12280 - Phlebotomist	12.99
12305 - Radiologic Technologist	23.95
12311 - Registered Nurse I	22.94
12312 - Registered Nurse II	28.08
12313 - Registered Nurse II, Specialist	28.08
12314 - Registered Nurse III	33.97
12315 - Registered Nurse III, Anesthetist	33.97
12316 - Registered Nurse IV	40.70
12317 - Scheduler (Drug and Alcohol Testing)	19.01
<b>13000 - Information And Arts Occupations</b>	
13011 - Exhibits Specialist I	19.07
13012 - Exhibits Specialist II	23.35
13013 - Exhibits Specialist III	28.38
13041 - Illustrator I	19.07
13042 - Illustrator II	23.35
13043 - Illustrator III	28.38
13047 - Librarian	24.50
13050 - Library Aide/Clerk	13.17
13054 - Library Information Technology Systems Administrator	22.12
13058 - Library Technician	14.67
13061 - Media Specialist I	15.97
13062 - Media Specialist II	17.87
13063 - Media Specialist III	19.92
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	15.97
<b>14000 - Information Technology Occupations</b>	
14041 - Computer Operator I	14.73
14042 - Computer Operator II	19.13
14043 - Computer Operator III	20.49
14044 - Computer Operator IV	26.16
14045 - Computer Operator V	27.62
14071 - Computer Programmer I (1)	25.00
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	14.73
14160 - Personal Computer Support Technician	26.16
<b>15000 - Instructional Occupations</b>	
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	27.38
15070 - Flight Instructor (Pilot)	36.76
15080 - Graphic Artist	21.00
15090 - Technical Instructor	18.91
15095 - Technical Instructor/Course Developer	23.11
15110 - Test Proctor	17.16
15120 - Tutor	17.16
<b>16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations</b>	
16010 - Assembler	7.74
16030 - Counter Attendant	7.74
16040 - Dry Cleaner	9.73

16070 - Finisher, Flatwork, Machine	7.74
16090 - Presser, Hand	7.74
16110 - Presser, Machine, Drycleaning	7.74
16130 - Presser, Machine, Shirts	7.74
16160 - Presser, Machine, Wearing Apparel, Laundry	7.74
16190 - Sewing Machine Operator	10.27
16220 - Tailor	10.78
16250 - Washer, Machine	8.39
<b>19000 - Machine Tool Operation And Repair Occupations</b>	
19010 - Machine-Tool Operator (Tool Room)	21.04
19040 - Tool And Die Maker	25.67
<b>21000 - Materials Handling And Packing Occupations</b>	
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	11.02
21150 - Stock Clerk	14.95
21210 - Tools And Parts Attendant	14.82
21410 - Warehouse Specialist	14.82
<b>23000 - Mechanics And Maintenance And Repair Occupations</b>	
23010 - Aerospace Structural Welder	18.74
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	17.93
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
23382 - Ground Support Equipment Worker	20.27
23391 - Gunsmith I	14.48
23392 - Gunsmith II	15.97
23393 - Gunsmith III	17.51
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	22.82
23465 - Laboratory/Shelter Mechanic	15.88
23470 - Laborer	11.36
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32

23550 - Machinist, Maintenance	18.05
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	22.82
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.74
23640 - Millwright	18.79
23710 - Office Appliance Repairer	19.90
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
<b>24000 - Personal Needs Occupations</b>	
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	12.43
24630 - Homemaker	12.32
<b>25000 - Plant And System Operations Occupations</b>	
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
<b>27000 - Protective Service Occupations</b>	
27004 - Alarm Monitor	11.98
27007 - Baggage Inspector	10.74
27008 - Corrections Officer	15.28
27010 - Court Security Officer	16.82
27030 - Detection Dog Handler	13.55
27040 - Detention Officer	15.28
27070 - Firefighter	16.82
27101 - Guard I	10.74
27102 - Guard II	13.55
27131 - Police Officer I	18.35
27132 - Police Officer II	20.41
<b>28000 - Recreation Occupations</b>	
28041 - Carnival Equipment Operator	9.22
28042 - Carnival Equipment Repairer	9.68
28043 - Carnival Equipment Worker	7.64
28210 - Gate Attendant/Gate Tender	12.85
28310 - Lifeguard	11.10
28350 - Park Attendant (Aide)	14.38
28510 - Recreation Aide/Health Facility Attendant	10.49
28515 - Recreation Specialist	14.83
28630 - Sports Official	11.45
28690 - Swimming Pool Operator	15.65
<b>29000 - Stevedoring/Longshoremen Occupational Services</b>	
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)	34.27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.64
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.03
30021 - Archeological Technician I	17.26
30022 - Archeological Technician II	19.32
30023 - Archeological Technician III	23.94
30030 - Cartographic Technician	24.23
30040 - Civil Engineering Technician	20.75
30061 - Drafter/CAD Operator I	17.26
30062 - Drafter/CAD Operator II	19.55
30063 - Drafter/CAD Operator III	20.50
30064 - Drafter/CAD Operator IV	25.23
30081 - Engineering Technician I	14.53
30082 - Engineering Technician II	17.48
30083 - Engineering Technician III	21.00
30084 - Engineering Technician IV	28.62
30085 - Engineering Technician V	33.81
30086 - Engineering Technician VI	40.89
30090 - Environmental Technician	22.19
30210 - Laboratory Technician	18.92
30240 - Mathematical Technician	24.23
30361 - Paralegal/Legal Assistant I	16.85
30362 - Paralegal/Legal Assistant II	20.89
30363 - Paralegal/Legal Assistant III	25.55
30364 - Paralegal/Legal Assistant IV	30.92
30390 - Photo-Optics Technician	24.23
30461 - Technical Writer I	20.96
30462 - Technical Writer II	25.62
30463 - Technical Writer III	30.71
30491 - Unexploded Ordnance (UXO) Technician I	21.78
30492 - Unexploded Ordnance (UXO) Technician II	26.35
30493 - Unexploded Ordnance (UXO) Technician III	31.59
30494 - Unexploded (UXO) Safety Escort	21.78
30495 - Unexploded (UXO) Sweep Personnel	21.78
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20.50
30621 - Weather Observer, Senior (3)	22.74

**31000 - Transportation/Mobile Equipment Operation Occupations**

31020 - Bus Aide	9.74
31030 - Bus Driver	12.67
31043 - Driver Courier	13.89
31260 - Parking and Lot Attendant	9.19
31290 - Shuttle Bus Driver	14.77
31310 - Taxi Driver	9.91
31361 - Truckdriver, Light	14.77
31362 - Truckdriver, Medium	16.55
31363 - Truckdriver, Heavy	16.83
31364 - Truckdriver, Tractor-Trailer	16.83

**99000 - Miscellaneous Occupations**

99030 - Cashier	9.27
99050 - Desk Clerk	7.22
99095 - Embalmer	21.13
99251 - Laboratory Animal Caretaker I	8.61
99252 - Laboratory Animal Caretaker II	13.46
99310 - Mortician	21.13
99410 - Pest Controller	12.10
99510 - Photofinishing Worker	11.06
99710 - Recycling Laborer	14.15
99711 - Recycling Specialist	16.26
99730 - Refuse Collector	12.79
99810 - Sales Clerk	10.45
99820 - School Crossing Guard	12.33
99830 - Survey Party Chief	15.89



99831 - Surveying Aide	9.79
99832 - Surveying Technician	13.40
99840 - Vending Machine Attendant	12.64
99841 - Vending Machine Repairer	14.48
99842 - Vending Machine Repairer Helper	12.64

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.24 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

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

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

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

**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 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/>.

**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.

**LUMP SUM PERFORMANCE REQUIREMENTS SUMMARY**

<b>Required Service</b>	<b>Performance Standard</b>	<b>AQL</b>	<b>Method of Surveillance</b>	<b>Deduction</b>
PWS 2.0, 3.0,4.0,5.0,6.0 Management	Provide planning, coordination and quality control of all activities. Provide prompt and accurate reports, plans, and schedules to assure the quality, timeliness, and cost effectiveness of all operations	5 incidents per reporting period	Review of contractor submitted data, spot inspection, and customer feedback	\$500.00 per incident over the AQL
	The contractor shall provide staff with required skill levels.	100% of staff shall have required skill levels for specific contract functions	Review of contractor assigned personnel	\$2500 per incident over the AQL
	Any monetary fines received from regulatory organizations such as OSHA/EPA/NRC are the responsibility of the contractor, if the contractor is responsible for the cited deficiency	100% compliance	Review of fines received	\$2500 per incident over the AQL
PWS 3.1.3 Emergency and Therapeutic Medicine	Prompt and accurate medical services shall be given to injured patient. If injury/illness is occupationally related, the MSFC Industrial Safety Dept. shall be notified by Close of Business (COB). Keep time away from job to a minimum for employees.	100% of occupational injury/illnesses shall be reported to MSFC Industrial Safety Office by COB of the day patient was seen	Review of contractor submitted data, spot inspection, and customer feedback	\$500.00 per incident over AQL
	Patient shall receive medical attention within 15 minutes of arrival at clinic. *	95% of patients shall receive medical attention within 15 minutes of arrival to clinic	Review of contractor submitted data and customer feedback.	\$500.00 per incident over AQL

**LUMP SUM PERFORMANCE REQUIREMENTS SUMMARY (Continued)**

<b>Required Service</b>	<b>Performance Standard</b>	<b>AQL</b>	<b>Method of Surveillance</b>	<b>Deduction</b>
PWS 3.1.11 Ambulance Service	Provide prompt and accurate emergency medical services. Response time for all Center locations excluding 8000 building area, during normal duty hours, shall be acceptable at 4 minutes or less. Response time during normal duty hours, for 8000 building area shall be acceptable at 15 minutes. Response time for all Center locations after normal duty hours shall be acceptable at 15 minutes or less. *	1 incident per reporting period up to 3 minutes over requirement.	Review of contractor submitted data, spot inspection, and customer feedback.	\$500.00 per incident over AQL
		0 incidents per reporting period more than 3 minutes over requirement.	Review of contractor submitted data, spot inspection, and customer feedback.	\$1000.00 per incident over AQL

\* This timeline may be extended if justified by the government.

<b>Required Service</b>	<b>Performance Standard</b>	<b>AQL</b>	<b>Method of Surveillance</b>	<b>Deduction</b>
PWS 3.1.4 Voluntary Physical Examinations	Prompt and accurate medical services shall be provided. Schedule recurring exams within a 12 to 14-month cycle. Keep time away from job to a minimum for employees. ** Exam Part I shall not exceed 60 minutes from the time of the appointment to the completion of the exam. Part II shall not exceed 45 minutes from the time of the appointment to the completion of the exam.	95% of exams shall not exceed the time limits	Review of scheduling data.	\$500.00 per incident over AQL
		3 incidents per reporting period	Validated customer feedback.	\$500.00 per incident over AQL

**LUMP SUM PERFORMANCE REQUIREMENTS SUMMARY (Continued)**

<p>PWS 3.1.2 Job Related Physical Examinations</p>	<p>Prompt and accurate medical services shall be provided. Schedules shall comply with regulatory requirements. Keep time away from job to a minimum for employees. ** Exam Part I shall not exceed 60 minutes from the time of the appointment to the completion of the exam. Part II shall not exceed 45 minutes from the time of the appointment to the completion of the exam.</p>	<p>95% of exams shall not exceed the time limits  3 incidents per reporting period</p>	<p>Review of scheduling data.  Validated customer feedback.</p>	<p>\$500.00 per incident over AQL  \$500.00 per incident over AQL</p>
<p>PWS 3.1.4, 3.1.9 Immunizations and other injections, tests and diagnostics required in addition to those offered as part of the basic physical exam.</p>	<p>Provide prompt and accurate medical services as requested/required. Keep time away from job to a minimum for employees. If not in conjunction with a basic physical exam, patient shall be seen within 15 minutes of arrival.</p>	<p>95% of patients shall be seen within the time limit.  2 incidents per reporting period</p>	<p>Contractor provided data  Validated customer feedback.</p>	<p>\$500.00 per incident over AQL  \$500.00 per incident over AQL</p>

\*\*This assumes the patient is available at the scheduled appointment time; tardiness on the part of the patient will not be a factor against the contractor. The time may be extended if justified by the circumstances of the appointment.

**LUMP SUM PERFORMANCE REQUIREMENTS SUMMARY (Continued)**

<b>Required Service</b>	<b>Performance Standard</b>	<b>AQL</b>	<b>Method of Surveillance</b>	<b>Deduction %</b>
PWS 4.0 Surveys, evaluations, investigations, and recommendations for control of health hazards in the work environment, which can cause illness, disease, or impaired well-being.	All industrial hygiene surveys/ inspection/evaluations/investigations/ reports shall be due within 15 working days following the inspection/surveys/ evaluations/investigations in accordance with DRD 1237MA-004.*	95% of all building inspection reports shall be due within 15 working days following the inspection/surveys/ evaluations/investigations. Follow-up in needed within 30 days.	Periodic Inspection Review of Contractor submitted data and customer feedback	\$500.00 per incident over AQL
PWS 4.0 Environmental Health Analytical Tests/Results	Appropriate analysis shall be performed on samples submitted according to industry accepted/regulatory requirements. Analytical results shall be submitted to appropriate organizations in writing or electronically within 2 working days following receipt from laboratory*	0 incidents	Review of contractor provided data, spot inspections, and customer feedback.	\$500.00 per incident over AQL
	Analytical results shall be received from the lab within 10 working days following submittal*.	0 incidents		\$500.00 per incident over AQL

\* This timeline may be extended if justified by the government.



**LUMP SUM PERFORMANCE REQUIREMENTS SUMMARY (Continued)**

<b>Required Service</b>	<b>Performance Standard</b>	<b>AQL</b>	<b>Method of Surveillance</b>	<b>Deduction</b>
PWS 4.1.7 Asbestos Monitoring	Perform air/bulk monitoring according to industry accepted/regulatory standards. Perform quarterly, annual, or as-needed routine air sampling in all buildings as dictated by the type/condition of the asbestos-containing material. On-site sample analysis shall be performed within 2 working days following collection. *	95% of samples analyzed on-site shall be performed within 2 days following collection	Review of Contractor submitted data. Periodic Inspection	\$500.00 per incident over AQL
	Sample results shall be submitted to appropriate organizations in writing within 2 working days following analysis. *	95% of all sample results shall be submitted within 2 working days to the appropriate organization	Review of Contractor submitted data. Periodic Inspection and customer feedback.	\$500.00 per incident over AQL
PWS 5.0 Health Physics	Provide accurate and professional services. Perform all tasks within appropriate (per standards) time-frame or as specified in PWS.	0 incidents	Review of Contractor submitted data, Periodic Inspection and customer feedback	\$500.00 per incident over AQL
	Radioactive waste shall be disposed in accordance with NRC and DOT requirements.	0 incidents	Review of Contractor submitted data, Periodic Inspection	\$1000.00 per incident over AQL

\* This timeline may be extended if justified by the government.



**LUMP SUM PERFORMANCE REQUIREMENTS SUMMARY (Continued)**

Required Service	Performance Standard	AQL	Method of Surveillance	Deduction
<p>PWS 6.0 Respiratory Protection Program</p> <p>Provide maintenance and repair services for all Government-owned respiratory protection equipment located at MSFC and RSA. These services shall consist of, but not be limited to, the following: Medical coordination; inspection; fit-testing (qualitative/quantitative); training; preventive maintenance/ cleaning; repairing; storage and issuing; filling compressed air cylinders; and required record-keeping. All services shall be performed in accordance with applicable OSHA and other regulatory standards.</p>	<p>Provide accurate and professional services. Personnel shall be scheduled for appropriate fit testing and training within the required time-frame set forth by OSHA.* Appropriate PPE will be issued to the customer.</p>	<p>100% of personnel shall be scheduled for appropriate fit testing within the required OSHA time-frame and correct PPE issued.</p>	<p>Periodic Inspection, Review of contractor submitted data and customer feedback.</p>	<p>\$500.00 per incident over AQL</p>

\* This timeline may be extended if justified by the government.

**IDIQ PERFORMANCE REQUIREMENTS SUMMARY (Continued)**

<b>Required Service</b>	<b>Performance Standard</b>	<b>AQL</b>	<b>Method of Surveillance</b>	<b>Deduction</b>
PWS 3.0 Medical Services	Work is started and completed on schedule and meets all specification requirements of task order	100% compliance with task order instruction	Periodic inspections and contractor provided data	\$500.00
PWS 4.0 Industrial Hygiene	Work is started and completed on schedule and meets all specification requirements of task order	100% compliance with task order instruction	Periodic inspections and contractor provided data	\$500.00
PWS 5.0 Health Physics	Work is started and completed on schedule and meets all specification requirements of task order	100% compliance with task order instruction	Periodic inspections and contractor provided data	\$500.00
PWS 6.0 Respiratory Protection Services	Work is started and completed on schedule and meets all specification requirements of task order	100% compliance with task order instruction	Periodic inspections and contractor provided data	\$500.00

## Safety, Health and Environmental (SHE) Plan

To be provided by the Offeror

### **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

NASA Documentation

NASA-STD-8719.11	Safety Standard for Fire Protection
NPD 1000.0	Strategic Management & Governance Handbook
NPR 1441.1	NASA Records Retention Schedules
NPR 1800.1	NASA Occupational Health Program Procedures
NPD 1800.2	NASA Occupational Health Program
NPR 1810.1	Health Services for International Travel or Assignment
NPD 1810.2	NASA Occupational Medicine Program
NPD 1820.1	NASA Environmental Health Program
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

MPR 1040.3	MSFC Emergency Preparedness and Response Plan
MPD 1280.1	Marshall Quality Management System Manual
MPR 1380.2	Center Public Exhibits and Requirement Process
MPR 1440.2	MSFC Records Management Program
MWI 1800.1	Automatic External Defibrillator (AED) Program (draft)
MPD 1800.1	MSFC Smoking Policy
MPR 1800.1	Bloodborne Pathogens
MPR 1810.1	MSFC Occupational Medicine
MPR 1840.1	MSFC Confined Space Entries
MPD 1840.1	MSFC Environmental Health Program
MPD 1840.2	MSFC Hearing Conservation Program
MPR 1840.2	MSFC Hazard Communication Program
MPR 1840.3	MSFC Hazardous Chemicals in Laboratories Protection Program
MPD 1840.3	MSFC Respiratory Protection Program
MPR 1840.x	MSFC Ergonomics Program (draft)
MPR 1840.x	MSFC Asbestos Program (draft)
MPR 1860.1	MSFC Radiation Safety Procedural Requirements
MPD 1860.1	Laser Safety
MPD 1860.2	Radiation Safety Program
MPD 2210.1	Documentation Input and Output of the MSFC Documentation Repository
MPR 2810.1	Security of Information Technology

MWI 8621.1	Close Call and Mishap Reporting and Investigation Program
MPR 8715.1	Marshall Safety, Health, and Environmental (SHE) Program
AS10-OI-006	Medication Management
AS10M-OI-009	Bloodborne Pathogens
AS10M-OI-011	Infection Control
AS10M-OI-012	Inventorying Radioactive Material and Leak Testing Sealed Sources
AS10M-OI-013	Food Service Sanitation

MSFC List of Mutual Aid Agreements

W31RX1-95137-004	Interservice Support Agreement (ISA), between MSFC and Army Aviation and Missile Command (AMCOM)
No Number	State of Alabama, County of Madison, Memorandum of Understanding (MOU), between MSFC, AMCOM, RSA Garrison, Huntsville EMA, Madison County Commission, City of Huntsville, and City of Madison

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.

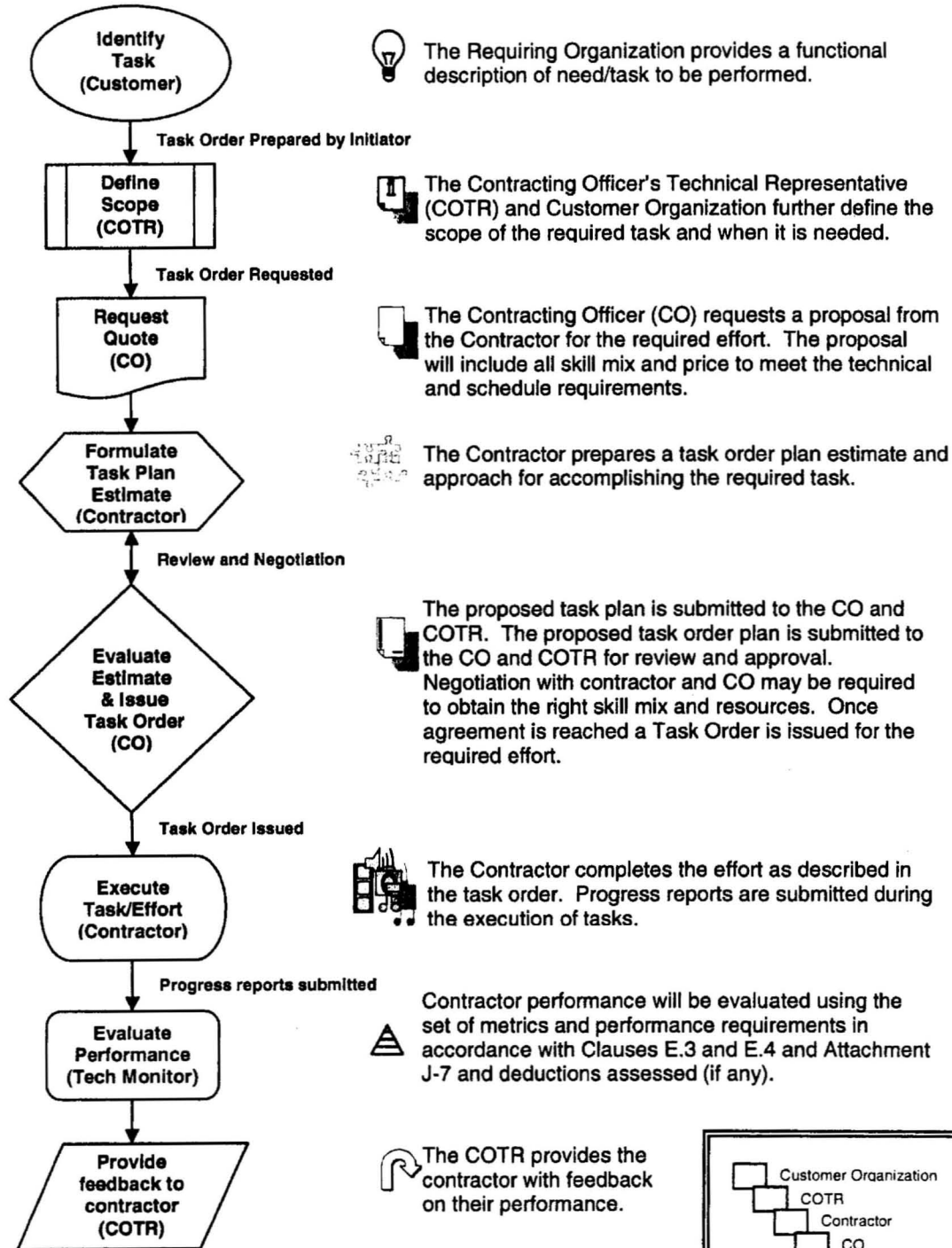
MPR 1100.1	Marshall Space Flight Center Organizational Manual
MPR 1280.4	MSFC Corrective Action System
MPR 1280.6	Internal Quality Audits
MPR 1410.1	Document and Data Control for Organizational Issuances
MPR 1600.1	MSFC Security Procedural Requirements
MPR 2190.1	MSFC Export Control Program
MPR 2500.1	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.

## IDIQ TASK ORDER PROCESS FLOW CHART

### IDIQ Task Order Process





## PERSONAL IDENTITY VERIFICATION PROCEDURES

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

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

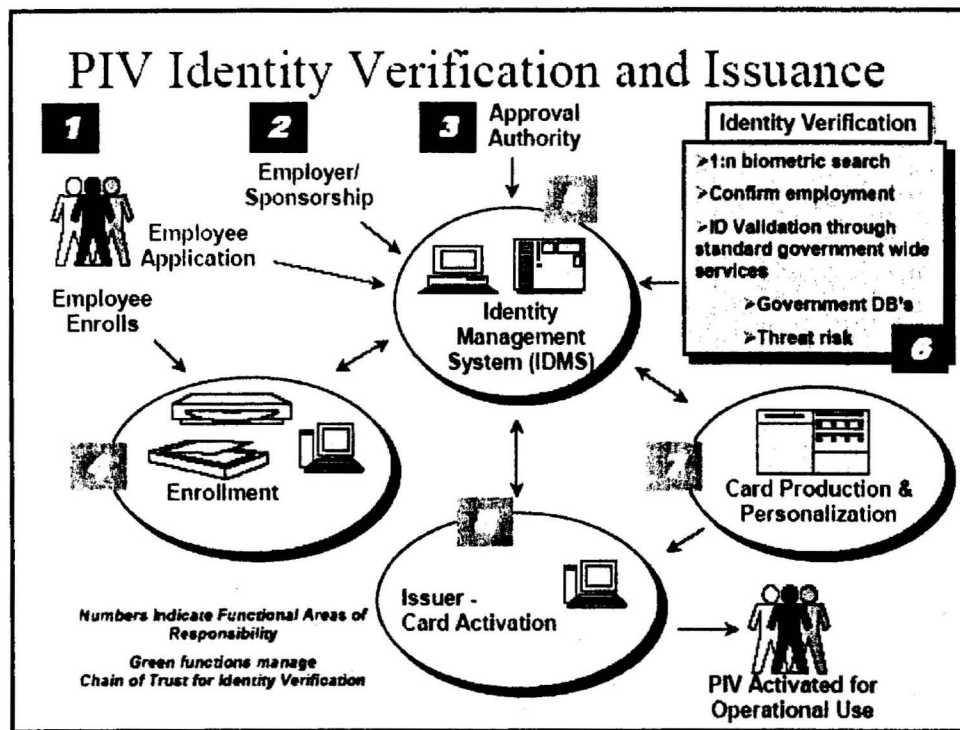


Figure A-1, FIPS 201, Appendix A

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

### **Step 1:**

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

NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication.

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

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

**Step 2:**

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal<sup>1</sup> or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

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

**Step 3:**

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

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<sup>1</sup> 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

**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.

**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-11]**

**Schedule of Fully Burdened IDIQ Rates  
Prime and Each Subcontractor/Teammate**

**HPMC**

The Contractor shall not exceed the fully burdened labor rates specified below for pricing all task orders contemplated or issued in accordance with Clause H.2, Task Ordering Procedure. These rates shall be inclusive of any Teammate and/or Major Subcontractor profit (as applicable) and any Prime Contractor burdens.

<b>Fully Burdened IDIQ Rates</b>	<b>11/01/08- 10/31/09 <u>Base Yr</u></b>	<b>11/01/09- 10/31/10 <u>Option Yr</u> <u>1</u></b>	<b>11/01/10- 10/31/11 <u>Option Yr</u> <u>2</u></b>	<b>11/01/11- 10/31/12 <u>Option Yr</u> <u>3</u></b>	<b>11/01/12- 10/31/13 <u>Option Yr</u> <u>4</u></b>
<b><u>Direct labor Categories</u></b>	(b)(4)				
Physician					
Nurse Practitioner					
Medical Records Technician					
Registered Nurse I					
EKG Technician					
Receptionist					
Paramedic					
Radiologic Technician (X-Ray/Lab tech)					
Registered Nurse II					
Registered Nurse II Specialist (case manager)					
Registered Nurse III					
Scheduler					

(b)(4)

The Contractor shall not exceed the fully burdened labor rates specified below for pricing all task orders contemplated or issued in accordance with Clause H.2, Task Ordering Procedure. These rates shall be inclusive of any Teammate and/or Major Subcontractor profit (as applicable) and any Prime Contractor burdens.

<b>Fully Burdened IDIQ Rates</b>	<b>11/01/08- 10/31/09 <u>Base Yr</u></b>	<b>11/01/09- 10/31/10 <u>Option Yr</u> <u>1</u></b>	<b>11/01/10- 10/31/11 <u>Option Yr</u> <u>2</u></b>	<b>11/01/11- 10/31/12 <u>Option Yr</u> <u>3</u></b>	<b>11/01/12- 10/31/13 <u>Option Yr</u> <u>4</u></b>
<b><u>Direct labor Categories</u></b>	(b)(4)				
Industrial Hygiene Manager					
Industrial Hygienist					
Sr. Industrial Hygienist					
Sr. Health Physicist					
Pneudraulic Systems Mechanic					

**Occupational Health Services Staff Education,  
Certification and Licensing Requirements**

**Medical Services**

- (a) The Contractor shall ensure that all personnel assigned and utilized for performance of this contract possess and maintain all licenses, training, registrations, credentials, certifications, and certificates required by NASA Headquarters and MSFC, as well as Federal, State, and local governments. All Board certifications shall be provided by a board certifying entity in the United States.
- (b) The Contractor shall identify, verify and document all certifications, licenses, registrations, and training requirements for each staff position.
- (c) The Contractor shall ensure the Program Manager has, at a minimum, 1) a Bachelor's degree from an accredited college/university, and 2) at least five years experience in managing an occupational medicine and industrial hygiene program.
- (d) It is preferred that the Administrative Manager have: 1) a Bachelor's degree in Business Administration or a related field; 2) at least five years experience in office administration or business management; 3) a medical terminology background; and 4) previous supervisory experience.
- (e) The Contractor shall ensure that the Medical Director: 1) is a graduate of an accredited medical school; 2) is licensed to practice medicine in the State of Alabama; 3) is Board certified in a preventive medicine, occupational medicine and/or a primary care specialty; 4) is certified in Basic Cardiac Life Support (BCLS) and Advanced Cardiac Life Support (ACLS); 5) has a current registration from the Drug Enforcement Agency; 5) has at least ten years experience in preventive medicine, occupational medicine, and/or a primary care specialty; and 6) be a Medical Review Officer. In addition, three years experience as the Medical Director of a clinic, practice, or ambulatory care facility is preferred.
- (f) The Contractor shall ensure that all physicians: 1) have graduated from an accredited medical school; 2) are licensed to practice medicine in the State of Alabama; 3) are Board certified in a preventive medicine, occupational medicine and/or a primary care specialty; 4) are certified in Basic Cardiac Life Support (BCLS) and Advanced Cardiac Life Support (ACLS); and 5) have a current registration from the Drug Enforcement Agency. In addition, at least five years experience in preventive medicine, occupational medicine, and/or a primary care specialty; and experience in Occupational Medicine and as a Medical Review Officer is preferred.

- (g) The Contractor shall ensure that all nurses: 1) are Registered Nurses; 2) maintain licenses in the State of Alabama; 3) are Basic Cardiac Life Support (BCLS) and Advanced Cardiac Life Support (ACLS) certified; and 4) are either Certified Occupational Health Nurse (COHN) (preferred) or have at least three years experience in occupational medicine.
- (h) The Contractor shall ensure that all nurse practitioners: 1) have a Masters of Nursing degree from an accredited school; 2) are a Certified Registered Nurse Practitioner (CRNP); 3) have and maintain a current CRNP license in the State of Alabama; 4) are Basic Cardiac Life Support (BCLS) and Advanced Cardiac Life Support (ACLS) certified; and 5) have at least three years experience as an occupational health nurse (R.N.). A Certified Occupational Health Nurse Specialist (COHN-S) certification is preferred.
- (i) The Contractor shall ensure that the Workman's Compensation Case Manager: 1) is a Registered Nurse with at least three years nursing, case management, and occupational medicine experience; 2) has a Bachelor of Science, Nursing (BSN) from an accredited school; 3) has a certification in Case Management; and 4) has experience in administration of the Federal Employee's Compensation Act. In addition, a Masters of Science in Case Management and/or a Certified Occupational Health Nurse (COHN) is preferred.
- (j) The Contractor shall ensure that all ambulance support personnel: 1) have a current license; 2) are credentialed by the State of Alabama and/or a National Registry Paramedic (EMT III); and 3) certified in BCLS and ACLS.
- (k) The Contractor shall ensure that all Medical and Laboratory Technologists: 1) are graduates of an accredited medical technology program; 2) AMT registered; 3) have completed formal radiology technology training; 4) are ARRT registered; 5) meet all Clinical Laboratory Improvement Amendment (CLIA) requirements for ongoing certification; and 6) have a minimum of five years experience.
- (l) The Contractor shall ensure that appropriate contractor personnel have adequate training and experience performing cardiopulmonary stress testing per the Bruce protocol.
- (m) The Contractor shall ensure that appropriate contractor personnel have the capability to maintain data in Government provided databases and expertise in software/hardware applications.
- (n) The Contractor shall ensure that all personnel who perform audiometric testing are Council in Accreditation for Occupational Hearing Conservation (CAOHC) certified within six months of the effective date of the contract.



**Industrial Hygiene**

- (a) The Contractor shall ensure that all Industrial Hygienists: 1) have a minimum of a Bachelor of Science (B.S.) degree in industrial hygiene or a related area from an accredited university; 2) have at least three years of related experience in industrial hygiene and/or environmental health; 3) and have and maintain HAZWOPER certification. In addition, formal training in industrial hygiene (IH), health physics, toxicology, industrial ventilation, industrial hygiene management, environmental health management, and/or additional related fields is preferred. American Board of Industrial Hygiene Certification (CIH) or eligibility and AHERA certification also preferred.
- (b) The Contractor shall ensure that at least two Industrial Hygienists including the Industrial Hygiene Manager and the Senior Industrial Hygienist have and maintain certification as a Certified Industrial Hygienist (CIH) through the American Board of Industrial Hygiene (ABIH).
- (c) The contractor shall ensure that the Industrial Hygiene Manager: 1) has a minimum of ten years of technical experience in Environmental Health (EH)/Industrial Hygiene (IH); 2) has at least five years in IH program Management; and 3) maintains a HAZWOPER Incident Commander (IC) certification. In addition, experience in Occupational Health Services (OHS) management systems is preferred.
- (d) The contractor shall ensure the Senior Industrial Hygienist: 1) has a minimum of seven years technical experience in IH and/or Environmental Health; and 2) maintains a HAZWOPER IC certification. In addition, having and maintaining an Asbestos Hazard Emergency Response Act (AHERA) certification is preferred.
- (e) The contractor shall ensure that appropriate contractor personnel serve as the Respirator Program Administrator.
- (f) The Contractor shall ensure that appropriate contractor personnel maintain certification as an Asbestos Hazard Emergency Response Act (AHERA) Inspector under the AHERA model accreditation as required by EPA.
- (g) The Contractor shall ensure that appropriate contractor personnel can perform onsite Polarized Light Microscopy (PLM) and Phase Contrast Microscopy (PCM) asbestos analysis. For PCM analysis completion of the NIOSH 582 "Sampling and Evaluation of Airborne Asbestos Dust" course is required. For PLM analysis completion of the "McCrone Microscopical Identification of Asbestos" or equivalent is required.



**Health Physics**

- (a) The Contractor shall ensure that the Senior Health Physicist: 1) has a B.S. degree from an accredited university/college in Engineering, Physics, Mathematics, Chemistry, Physical or Biological Sciences, IH, or other related field; 2) has at least five years of directly related experience in health physics field/radiation (ionizing and nonionizing) safety; 3) has appropriate training and experience to serve as a Laser Safety Officer; and 4) has and maintains HAZWOPER certification. In addition, certification or eligibility by the National Registry of Radiation Protection Technologist (NRRPT) or CHP is preferred. Formal training in health physics, radiation safety, laser safety, or other related fields is also preferred.

**Respiratory**

- (a) The Contractor shall ensure that all Respiratory Service technicians have experience and adequate training in qualitative and quantitative fit testing and respiratory protection equipment maintenance and repair.

**ACRONYM LIST**

ABIH	American Board of Industrial Hygiene
ACLS	Advanced Cardiac Life Support
ACM	Asbestos Containing Materials
AED	Automated External Defibrillator
AHERA	Asbestos Hazard Emergency Response Act
AIHA	American Industrial Hygiene Association
ANSI	American National Standards Institute
AQL	Acceptable Quality Level
BAT	Breath Alcohol Technician
BSN	Bachelor of Science, Nursing
BICE	Bureau of Immigration and Customs Enforcement
BOE	Basis of Estimates
CANs	Cooperative Agreement Notices
CAOHC	Council in Accreditation for Occupational Hearing Conservation
CCR	Central Contractor Registration
CCS	Center Chief of Security
CIH	American Board of Certified Industrial Hygienist
CLIA	Clinical Laboratory Improvement Amendment
CO	Contracting Officer
COHN	Certified Occupational Health Nurse
COM	Cost of Money
COTR	Contracting Officer Technical Representative
CPR	Cardiopulmonary Resuscitation
CPR	Core Process Requirement
CSO	Corporate Security Officer
CSP	Certified and/or Eligible Board of Safety Professionals
DoD	Department of Defense
DOT	Department of Transportation
DPD	Data Procurement Document
DRD	Data Requirement Description
DRL	Data Requirement List
EAP	Employee Assistance Program
EAR	Export Administration Regulations
ECP	Engineering Change Proposal
EPM	Excel Pricing Model
ESS	Electronic Submission System
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulation
FFP	Firm Fixed Price
FIPS	Federal Information Processing Standards
FOB	Free on Board
FSO	Facility Security Officer
FTEs	Full-Time Equivalents
GAO	Government Accountability Office

**ACRONYM LIST (Cont'd)**

GILC	Government Identified Labor Category
HACCP	Hazard Analysis Critical Control Point
HAZCOM	Hazard Communication
HAZWOPER	Hazardous Waste Operations
HSPD	Homeland Security Presidential Directive
IAGP	Installation-Accountable Government Property
IAQ	Indoor Air Quality
IDIQ	Indefinite Delivery Indefinite Quantity
IDMS	Identity Management System
IPO	Industrial Property Officer
IRIS	Incident Reporting Information System
ISB	Industrial Safety Branch
IT	Information technology
ITAR	International Traffic in Arms Regulations
LTC	Lost Time Case
MMR	Measles, mumps, and rubella
MRO	Medical Review Official
MSD	Musculoskeletal Disorder
MSDS	Material Safety Data Sheets
MSFC	Marshall Space Flight Center
MTA	Management and Technical Approach
NAC	National Agency Check
NACI	National Agency Check with Inquiries
NAICS	North American Industry Classification System
NAIS	NASA Acquisition Internet Service
NASA-STD	NASA Standard
NASIRC	NASA Incident Response Center
NCIC	National Crime Information Center
NDE	Nondestructive Evaluation
NESS	NASA Electronic Submission System
NFNMS	NASA Foreign National Management System
NFS	NASA FAR Supplement
NIST	National Institute of Standards and Technology
NRRT	National Registry of Radiation Protection Technologist
NLRB	National Labor Relations Board
NRA	NASA Research Announcement
NRC	Nuclear Regulatory Commission
NSCCB	Network Security Configuration Control Board
NSSTC	National Space Science Technology Center
NTE	Not-to-exceed
OCHMO	Office of the Chief Health and Medical Officer
OH	Occupational Health

**ACRONYM LIST (Cont'd)**

OJT	On-Job-Training
OM	Occupational Medicine
ORCA	Online Representations and Certifications Application
ORI	Operational Readiness Inspection
OSHA	Occupational Safety and Health Administration
PACS	Physical Access Control System
PAT	Proficiency Analytical Testing
PCI	Personal Identity Verification Card Issuance
PCM	Phase Contrast Microscopy
PIV	Personal Identity Verification
PKI	Public Key Infrastructure
PLM	Polarized Light Microscopy
PM	Program Manager
POC	Point of Contact
PRS	Performance Requirements Summary
PSA	Property Support Assistant
PSA	Prostate Sensitive Antigen
PSCC	Protective Services Control Center
PWS	Performance Work Statement
QA	Quality Assurance
RFP	Request for Proposal
RSC	Radiation Safety Committee
RSO	Radiation Safety Officer
SAT	Simplified Acquisition Threshold
SBA	Small Business Office
SBU	Sensitive But Unclassified
SCA	Service Contract Act
SCBA	Self Contained Breathing Apparatus
SCRS	Safety Concerns Recording System
SEC	Source Evaluation Committee
SEMO	Supply and Equipment Management Officer
SHE	Safety, Health, and Environmental
SMT	Surface Mount Technology
SOPs	Standard Operating Procedures
SOW	Statement of Work
SSA	Source Selection Authority
STC	Staffing and Total Compensation
TCI	Total Cost Input
TEM	Transmission Electron Microscopy
TLD	Thermoluminescence Dosimeters
TRR	Test Readiness Review
UCS	Utility Control System
US-CERT	United States Computer Emergency Readiness Team's
VITS	Video Teleconference Seminars
WBS	Work Breakdown Structure

## Conflict Management and Workplace Violence Prevention Guidelines

CATAGORIES/LEVELS	EXAMPLES	INTERVENTION	CALL:
<b>LEVEL I -</b> <ul style="list-style-type: none"> <li>Implied (Covert) Threats</li> <li>Verbal/Mental Abuse</li> <li>Harassment/Badgering</li> <li>Inappropriate Tones (Threatening) Or Gestures (Menacing)</li> </ul>	<ul style="list-style-type: none"> <li>Screaming, Yelling, Belligerent Tones</li> <li>"You'll Pay For This."</li> <li>"You'll Be Sorry."</li> <li>Name Calling, Berating, Sarcasm</li> <li>Unfounded Criticism – "You Can't Do Anything Right."</li> <li>Refusing To Leave An Area (Office) When Asked To Do So.</li> <li>Intentionally Crowding To Intimidate.</li> <li>Blocking Access Or Exit To/From The Area.</li> </ul>	<u>Supervisors:</u> <ul style="list-style-type: none"> <li>Report To Your Supervisor</li> <li><b>Consult</b> With EAP, HR, Security as appropriate</li> <li>Plan To Define/Address Problem</li> <li>Document</li> </ul> <u>Employees:</u> <ul style="list-style-type: none"> <li>Report To Supervisor</li> <li>Document</li> </ul>	<p>Employee Assistance Program Contact Number: 544-7549</p> <p>EAP will notify HR and Security as appropriate.</p>
<b>LEVEL II -</b> <ul style="list-style-type: none"> <li>Threatening Gestures</li> <li>Specific Written Or Verbal Threats (Overt)</li> <li>Property Abuse/Mishandling</li> <li>Stalking</li> </ul>	<ul style="list-style-type: none"> <li>Raising Hand Or Object To Strike Someone</li> <li>Any Written Or Verbal Threat To Harm, Avenge Or Retaliate</li> <li>Throwing Objects, Slamming Doors, Slamming Fists On Desk, Hitting Or Kicking Walls Or Objects</li> <li>Monitoring A Co-Workers Activities To Satisfy Personal Objectives (Unwarranted Attention)</li> </ul>	<u>Supervisors:</u> <ul style="list-style-type: none"> <li>Report To Your Supervisor</li> <li><b>Consult</b> HR, EAP, Security</li> <li>Plan Of Action (Disciplinary Action, Mandatory Anger Management Referral, Victim Assistance)</li> <li>Document</li> </ul> <u>Employees:</u> <ul style="list-style-type: none"> <li>Report to Supervisor</li> <li>Document</li> </ul>	<p><u>Civil Service Employees:</u> Human Resources Office Contact Number: 961-0457</p> <p><u>Contractor Employees:</u> Your company's Human Resources Office</p> <p>HR will notify EAP and Security as appropriate.</p>
<b>LEVEL III -</b> <ul style="list-style-type: none"> <li>"Scuffles" (Physical Contact)</li> <li>Destruction</li> <li>Assault – Physical, Sexual, Armed</li> <li>A presently occurring loss-of-control event creating fear of imminent harm</li> </ul>	<ul style="list-style-type: none"> <li>Shoving</li> <li>Grabbing</li> <li>Jabbing</li> <li>Poking Or Prodding</li> <li>Tripping Or Intentionally Bumping Or Jostling</li> <li>Breaking Equipment</li> <li>Breaking Or Putting Holes In Doors, Walls, Windows, Etc.</li> <li>Intentional Use Of Objects For Purpose Of Destruction – Fire, Bombs, Chemicals, Vehicle, Etc.</li> <li>Any Intentional Harmful Physical Contact</li> <li>Unremitting rampage of loud, threatening, or incoherent speech</li> </ul>	<u>Any/All Staff:</u> <ul style="list-style-type: none"> <li>Activate Emergency Response Procedures – <b>Do Not Try To Handle On Own!</b></li> <li>Report To Supervisor</li> <li>Assist In Maintaining Calm If Possible</li> <li>Assist In Victim Care If Possible</li> <li>Leave The Area If Necessary For Your Safety</li> <li>Document</li> </ul> <u>Supervisors:</u> <ul style="list-style-type: none"> <li>Arrange Debriefing After Resolved (All Persons Impacted)</li> <li>Coordinate Plan Of Action With HR, EAP, After Crisis Resolved</li> </ul>	<p><b>Emergency Contact Number: 911</b></p> <p><b>Office of Security Contact Number: 544-4753</b></p> <p>Dispatch Will Notify Security, HR, EAP</p>