

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

1. REQUISITION NUMBER

PAGE 1 OF 100

OFFEROR TO COMPLETE L CKS 12, 17, 23, 24 & 30

Not Applicable

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

GS-10F-0399R

SEP 16 2005

NNM05AB31C

NNM05Z32001Q

06/24/2005

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

b. TELEPHONE NUMBER (No collect calls)

8. OFFER DUE DATE/LOCAL TIME

See Block 16

()

9. ISSUED BY

CODE

PS32/MFE

10. THIS ACQUISITION IS

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

**Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812**

- UNRESTRICTED
- SET ASIDE: % FOR
- SMALL BUSINESS
- SMALL DISADV. BUSINESS
- 8(A)

SEE SCHEDULE

12. DISCOUNT TERMS

Net 30

13A. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13B. RATING

DO-C9

14. METHOD OF SOLICITATION

- RFQ
- IFB
- RFP
- RFO

NAICS CODE: 541614
SIZE STANDARD: \$6 Million

15. DELIVER TO

CODE

See Block 9

16. ADMINISTERED BY

CODE

PS32/MFE

Anne Lewis, (256) 544-5435
Frances.A.Lewis@nasa.gov

17a. CONTRACTOR/OFFEROR

PPC/STATE CODE

PS

CAGE CODE

1L4P0

18a. PAYMENT WILL BE MADE BY

CODE

RS23

Digital Fusion Solutions, Inc.
4940A Corporate Drive
Huntsville, AL 35805

TELEPHONE NO. 256-837-0432

**MSFC Accounting Operations Office
Marshall Space Flight Center, AL 35812**

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Acquisition and Business Support Services as outlined	Minimum	Lot		\$986,000
	In the attached Performance Work Statement (PWS)	Maximum	Lot		\$7,750,000
(Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA (SEE INDIVIDUAL TASK ORDERS)

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 & 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, and FAR 52.212-5. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE OFFER DATED, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

Steve Brown

31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)

David A. Iosco

30b. NAME AND TITLE OF SIGNER (Type or print)

Steve Brown
Program Manager/Director of Contracts

30c. DATE SIGNED

SEP 13 2005

31b. NAME OF CONTRACTING OFFICER (Type or print)

David A. Iosco

31c. DATE SIGNED

SEP 13 2005

32a. QUANTITY IN COLUMN 21 HAS BEEN

- RECEIVED
- INSPECTED
- ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER

- PARTIAL
- FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

36. PAYMENT

- COMPLETE
- PARTIAL
- FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NO.

39. S/R VOUCHER NO.

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOT. CONTAINERS

PART I – THE SCHEDULE

SECTION B

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED AND TYPE OF ORDER

(a) The Contractor shall provide all resources (except as may be expressly stated in this order as furnished by the Government) necessary to perform all the service requirements in SECTION C, PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1.

(b) This is a performance-based, Firm-Fixed-Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) type order. Work will be authorized via Task Order by the Contracting Officer which will be incorporated into Attachment 4, "Task Order Summary," by periodic contract modification. (See Clause H.3.)

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

	Minimum Quantity	Maximum Quantity
OrderPeriods	Est Cost	Est Cost
Base Year (Yr 1)	\$986,000	\$7,750,000
Option 1 (Yr 2)	\$986,000	\$8,750,000
Option 2 (Yr 3)	\$986,000	\$9,750,000
Option 3 (Yr 4)	\$986,000	\$10,750,000
Option 4 (Yr 5)	\$986,000	\$11,750,000

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

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

(End of Clause)

B.2 ORDER RATE STRUCTURE

Task Orders will be placed periodically against this order in accordance with Clause H.3, utilizing the rates in Attachment J-3.

(End of Clause)

B.3 PRICE DEDUCTIONS FOR LESS THAN OPTIMUM PERFORMANCE

a. The Contractor shall survey its customers quarterly to ascertain their evaluations of contractor performance for that period of time. These surveys shall be targeted at the MSFC department-level or equivalent. The results of these surveys shall be reported to the COTR in accordance with DRD 1079MA-004.

b. The COTR will verify the contractor's calculations and resulting adjective ratings. The COTR will make a qualitative assessment by PWS section of the contractor's performance based on the severity and impact of any contractor performance problem(s) or deficiencies during the period, or where the benefits of contractor performance exceed the customer survey results. Based on this qualitative assessment, the COTR may recommend to the Contracting Officer an adjustment in adjective rating for either or both of the PWS sections. Such adjustments will not be more than one adjective, up or down.

c. If the COTR recommends any adjustments of adjective ratings, the Contracting Officer will notify the contractor, provide supporting rationale for the adjustment(s), and allow the contractor a rebuttal. Upon receipt of the rebuttal, if any, the Contracting Officer will make a final decision concerning the extent, if any, of price deductions for that quarter.

d. Price deductions will be based upon the following scale (percentage of total price), applied to the total price for the reported quarter of the respective Task Order:

<u>Adjective</u>	<u>Deduction</u>
Excellent	0 %
Very good	1 %
Good	2 %
Satisfactory	5 %
Poor/Unsatisfactory	10 %

(End of clause)

(End of Section)

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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

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

(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>
None Included by Reference.		

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

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

(END OF SECTION)

SECTION E

INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

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

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

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

(End of Clause)

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

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

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

(End of Clause)

[END OF SECTION]

SECTION F

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

Clause Number	Title	Date
None Included by Reference		

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

Clause Number	Title	Date
None Included by Reference		

(End of Clause)

F.2 PERIOD OF PERFORMANCE

The base period of performance of this order shall be October 1, 2005, through September 30, 2006. Order phase-in period shall be September 16 through September 30, 2005.

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>Order Periods</u>	<u>Period of Performance</u>
Option 1	October 1, 2006 through September 30, 2007
Option 2	October 1, 2007 through September 30, 2008
Option 3	October 1, 2008 through September 30, 2009
Option 4	October 1, 2009 through September 30, 2010

(End of Clause)

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

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

(End of clause)

F.4 OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9)
(MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the current period of performance provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

F.5 PHASE-IN AND PHASE OUT

(a) Contractor Phase-In

(1) The services provided by this order are vital to the Government's overall effort. Therefore, continuity of these services must be maintained at a consistently high level without disruption. To this end, the Contractor shall conduct an orderly phase-in of order activities prior to assumption of responsibility for the effort described in the PWS.

(2) The Contractor shall have up to 15 calendar days immediately prior to the effective date of the order in which to conduct phase-in. Office space will not be provided by the Government during the phase-in period. During this time, the Contractor shall not be responsible for performance of the effort described in the PWS. It is understood that during phase-in the predecessor contractor(s) will be performing the work described in the PWS.

(3) On October 1, 2005 the Contractor shall assume full responsibility for the effort covered by the PWS.

(4) During phase-in the Contractor shall:

- (i) Participate in meetings with the predecessor contractor(s) to identify and discuss problems or areas requiring attention during the phase-in period; and
- (ii) Perform all activities described in the Contractor's phase-in plan submitted with its quotation, and all activities necessary to ensure effective transfer of all effort from the predecessor contractor(s) and readiness to assume full order performance. As a minimum, phase-in must include the following: 1) draft On-site Safety, Health and Environment Plan; 2) Government Furnished Property inventory; and 3) qualified staff must be available and ready to assume performance and must have been badged by MSFC.

- (b) The total Firm-Fixed-Price of the 15-day phase-in period is \$0.00.
- (c) The Contractor shall invoice the Government only at the completion of order phase-in.

(d) Contractor Phase-out

(1) Prior to order completion, a successor contractor(s) may be selected to perform the work requirements covered by the PWS. The Contractor shall conduct an orderly phase-out of order activities prior to completion of this order and assumption of responsibility for the effort described in the PWS by a successor contractor(s). The Contractor shall remain responsible for the effort covered by the PWS during phase-out activities.

(2) Upon written notice by the Contracting Officer, the Contractor shall conduct phase-out activities for up to 30 calendar days prior to the order completion date, including:

(i) Support periodic meetings with the successor contractor(s) to identify and discuss problems or areas requiring attention during the phase-out period; and

(ii) Negotiate in good faith a plan with the successor contractor(s) to determine the nature and extent of phase-in and phase-out activities required. The plan shall include effective transfer of all effort to the successor contractor(s); training of personnel; and any other agreements or steps necessary to ensure a smooth transition between the contracts. The plan shall be subject to the Contractor Officer's approval.

(iii) Phase-out activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services (JAN 1991).

(End of Clause)

[END OF SECTION]

SECTION G

ORDER ADMINISTRATION DATA

G.1 TECHNICAL DIRECTION (1852.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer's Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section J-1 of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that:

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

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

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is:

- (1) Rescinded in its entirety; or

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.2 CONSIDERATION AND PAYMENT

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

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

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

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

George C. Marshall Space Flight Center
MSFC Accounting Operations Office, Attn: RS23
Marshall Space Flight Center, AL 35812

An information copy shall be furnished to the following:

George C. Marshall Space Flight Center
Attn: Anne Lewis/PS32
Marshall Space Flight Center, AL 35812

(End of clause)

G.3 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71)
(NOV 2004)

(a) (1) The Government property described in the clause at 1852.245-77, "List of Installation-Accountable Property and Services," shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

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

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

(b) (1) The official accountable recordkeeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this order provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;

(iii) The Contractor shall establish a record of the property as required by FAR 45.5 and NFS 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all Contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the contracting officer and notification of the SEMO. The Contractor shall assume accountability and financial reporting responsibility for such property. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(c) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(End of clause)

G.4 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES **(1852.245-77) (JUL 1997)**

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

Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for Contractor employees for unofficial calls, both local and long distance.

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

(1) Equipment, not listed in this clause, to be made available to the Contractor is listed in Attachment J-6. The Government retains accountability for this property under the clause at 1852.245-71, "Installation-Accountable Government Property," regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, "Installation-Accountable Government Property."

(3) The Contractor shall not bring to the installation for use under this order any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(c) Supplies from stores stock.

- (d) Publications and blank forms stocked by the installation.
- (e) Safety and fire protection for Contractor personnel and facilities.
- (f) Installation facility services
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty and normal operating hours.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, "Installation-Accountable Government Property."

(End of clause)

G.5 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (MSFC 52.204-90) (NOV 1999)

(a) It is anticipated that performance of the requirements of this order will require employees' access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be by MSFC Form 1739, Contractor Badge/Decal Application. Requests for badging shall be submitted to the appointed Contracting Officer's 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)

[END OF SECTION]

SECTION H

SPECIAL ORDER REQUIREMENTS

H.1 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DEC 1988)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest. (See Clause H.2.)

(b) The nature of this conflict is:

An unfair competitive advantage could arise from having access to sensitive information of other contractors. This advantage is obtained through performing task orders issued under this order requiring the contractor to assist in the preparation of sensitive acquisition planning documents, solicitations, contacts, purchase orders, grants, cooperative agreements and supporting file documentation. It is essential for the integrity of the procurement process that the contractor be able to perform these functions free from organizational conflicts of interest, potential bias, or interests in future contracting opportunities at the Marshall Space Flight Center.

(c) The restrictions upon future contracting are as follows:

(1) The Contractor shall be ineligible to propose on, be awarded, or perform on any contract (either as a prime or as any tier subcontractor) issued, awarded, or administered by the Marshall Space Flight Center during the duration of this order. For the purposes of this clause, "contract" means any contractual instrument (contract, agreement, purchase order, delivery order, grant, or cooperative agreement) regardless of dollar value available for use by a Contracting Officer. The term "Contractor" includes any wholly owned subsidiary, parent company, or successor in interest of the Contractor awarded this order.

(2) To the extent that the work under this contract requires access to proprietary, sensitive information, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(3) In order to protect the rights of those companies that submit such proprietary, sensitive information, or financial data, these companies may enforce the prohibitions of this clause in a court of competent jurisdiction as a third party beneficiary. However nothing herein shall preclude NASA from exercising any of its rights under this clause.

(End of Clause)

H.2 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

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

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

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

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

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

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

Any limitations on future contracting resulting from the Contractor's or its Subcontractor(s) in preparation of specifications/ statements of work or access to proprietary, business confidential, or financial data of another company are identified in Clause H.1, "Limitation of Future Contracting".

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

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

(End of clause)

H.3 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996) (ALTERNATE I)

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

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

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

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

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

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

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

(1) Date of the order.

(2) Contract number and order number.

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

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

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

(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 3 calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.
- (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 the 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.4 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.5 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

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

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

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

(End of Clause)

H.6 1852.225-70 EXPORT LICENSES (FEB 2000) (ALTERNATE I)

(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, AL, or at such other locations as may be approved in writing by the Contracting Officer, 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.

(e) The Contractor may request, in writing, that the Contracting Officer authorize it to export ITAR-controlled technical data (including software) pursuant to the exemption at 22 CFR 125.4(b)(3). The Contracting Officer or designated representative may authorize or direct the use of the exemption where the data does not disclose details of the design, development, production, or manufacture of any defense article.

(End of Clause)

H.7 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

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.

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.

The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

(b)(4)



(End of Clause)

H.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 (FEB 2001)

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

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

(End of Clause)

H.10 1852.237-72 ACCESS TO SENSITIVE INFORMATION

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and may embody trade secrets or commercial or financial information, and may be confidential or privileged.

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

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

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

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

(6) Obtain an express, binding written agreement from each employee who receives access to sensitive information to protect it from unauthorized use or disclosure and to utilize it only for the purposes of performing this contract.

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

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document. (See DRD 1079MA-002.)

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

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

(End of Clause)

H.11 1852.237-73 RELEASE OF SENSITIVE INFORMATION

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

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at H.13, 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 H.10, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose – in whole or in part – for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government’s right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

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

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

(2) The Contracting Officer shall evaluate the facts supporting any claim of sensitivity, including the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at H.10, 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 H.10, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflict of Interest Avoidance Plan, which the contract has incorporated as a compliance document. (See DRD 1079MA-002.)

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

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

(7) Obtain an express, binding written agreement from each employee who receives access to sensitive information to protect it from unauthorized use or disclosure and to utilize it only for the purposes of performing the contract.

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

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

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

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

(End of clause)

H.12 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES OF FOREIGN CONTRACTORS

(a) An employee of a domestic Marshall Space Flight Center (MSFC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the MSFC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign MSFC contractor/subcontractor may not be admitted to the MSFC site without special arrangements. For employees as described above, advance notice must be given to the MSFC Protective Services Office as follows:

- 1) 20 working days for a visit of 30 days or less for a person from a non-designated country.
- 2) 2 calendar months for a visit of 30 days or more for a person from a non-designated country.
- 3) 2 calendar months for any visit for a person from a designated country.
- 4) 3 calendar months for a J-1 visa..

(b) All visit/badge requests for persons described in (a) above must be submitted on a MSFC Form 4336 (Foreign National/Foreign Representative Visit Request) to MSFC Protective Services Office for acceptance, review, concurrence and approval purposes. When an authorized company official requests a MSFC badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with MSFC security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into MSFC until a completed MSFC Form 4336 has been approved and processed by Protective Services. Unescorted access will not be granted unless the MSFC Protective Services Office has completed a favorable National Agency Check (NAC).

(c) The contractor agrees that it will not employ for the performance of work onsite at the MSFC any individuals who are not legally authorized to work in the United States. If the MSFC Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract,

the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

The contractor agrees to provide the information requested by the MSFC Protective Services Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to MSFC or other NASA Centers for performance of this order, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by MSFC or any other Center to be visited

(End of Clause)

H.13 EMERGENCY EVACUATION PROCEDURES (1852.237-70) (DEC 1988)

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

(End of clause)

H.14 EXCLUDED FUNCTIONS AND RESPONSIBILITIES

Functions and responsibilities directly involved or associated with the management of any MSFC organizations are expressly excluded from this contract. Any instructions, directives, or orders issued under this contract involving such MSFC management functions and responsibilities shall be null and void.

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

- (1) Policymaking or management of MSFC operations;
- (2) Program or project management;
- (3) Technical management of Government contracts;
- (4) Direction or supervision of other Government Contractors or Government agencies, or otherwise acting as an agent to obligate or commit MSFC in any capacity;
- (5) Clerical and other administration-type functions required to be performed by civil service personnel; and

(6) Supervision of Government employees.

(b) The following groundrules apply to Acquisition Services (PWS 4.0):

(1) Acquisition support personnel shall not approve invoices. If an invoice is received by a contractor employee in the IFMP/SAP system, it shall be forwarded to a Contracting Officer for approval in the system. However, the contractor employee may obtain necessary documentation of the COTR's invoice approval and forward to the Contracting Officer.

(2) Contractor personnel shall not perform the following functions within the IFMP/SAP system: a) approve purchase requisitions; b) change organization groups in IFMP/SAP except for actions closing out orders; finalize prenegotiation positions; conduct negotiations; nor sign price negotiation memoranda.

(3) Contractor personnel shall be clearly identified on all internal correspondence as [Name/Acronym of Contractor] Support Personnel.

(4) Contractor personnel shall not sign external correspondence, with the following exceptions: a) request for quotation facsimiles may be issued by contractor personnel; however, the facsimile must clearly identify the individual as a contractor employee; b) e-mails which transmit copies of contracts/modifications for signature.

(5) Contractor personnel may be identified as contract administrators on contracts/orders less than the Simplified Acquisition Threshold (\$100,000) but must be identified as a contractor employee. However, it is preferred that a civil servant be identified on all external documents.

(6) For all other procurements, Government personnel shall be identified as the administrator; however, a contractor employee may be identified as the point of contact and must be identified as a contractor employee.

(7) Contractor personnel may create synopses; however, points of contact shall be Government personnel.

(8) Contractor personnel may sign a Small Business Notification Form 450, but must be clearly identified as a contractor employee. The Contracting Officer shall sign/concur prior to routing to the Small Business Office.

(9) Contractor personnel may assist in preparing a Request and Determination for Single Source (RDSS); however, the RDSS shall be signed by the appropriate Contracting Officer.

(End of clause)

H.15 OMBUDSMAN (1852.215-84) (OCT 2003) (ALTERNATE I) (JUN 2000)

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

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0422, facsimile 202-358-3083, e-mail sthomps1@hq.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)

H.16 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (52.222-42) (MAY 1989)

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

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

(a) Employee Class

<u>Classification:</u>	<u>Grade</u>	<u>Hourly Rate</u>
General Clerk I	GS-01	\$8.63
General Clerk II	GS-02	\$9.70
General Clerk III	GS-03	\$10.58
General Clerk IV	GS-04	\$11.88
Order Clerk I	GS-02	\$9.70
Order Clerk II	GS-03	\$10.58
Technical Writer	GS-11	\$24.37

(b) (applicable to all classifications)

(1) Health and Insurance

Life, accident and health insurance and sick leave programs, 22 percent of basic hourly rate.

(2) Holidays

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

(3) Vacation or Paid Leave

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

(4) Retirement

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

(End of clause)

**H.17 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION
TECHNOLOGY RESOURCES (1852.204-76) (NOV 2004)**

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a NASA network or operated by the Contractor for NASA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include:

- (1) Computer control of spacecraft, satellites, or aircraft or their payloads;
- (2) Acquisition, transmission or analysis of data owned by NASA with significant replacement cost should the contractor's copy be corrupted; and
- (3) Access to NASA networks or computers at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Government Information Security Reform Act of 2000. The plan shall meet IT security requirements in accordance with Federal and NASA policies and procedures that include, but are not limited to:

- (1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;
- (2) NASA Procedural Requirements (NPR) 2810.1, Security of Information Technology; and
- (3) Chapter 3 of NPR 1620.1, NASA Security Procedures and Guidelines.

(c) Within 45 days after contract award, the contractor shall submit for NASA approval an IT Security Plan. This plan must be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(d) (1) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810.1, Section 4.5; NPR 1620.1, Chapter 3; and paragraph (d)(2) of this clause. Those Contractor personnel with non-privileged access do not require personnel screening. NASA shall provide screening using standard personnel screening National Agency Check (NAC) forms listed in paragraph (d)(3) of this clause, unless contractor screening in accordance with paragraph (d)(4) is approved. 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 the government, interim access may be granted pending completion of the NAC.

(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" data 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 data 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 follows:

(i) IT-1: Fingerprint Card (FC) 258 and Standard Form (SF) 85P, Questionnaire for Public Trust Positions (Information regarding financial record, question 22, and the Authorization for Release of Medical Information are not applicable);

(ii) IT-2: FC 258 and SF 85, Questionnaire for Non-Sensitive Positions; and (iii) IT-3: NASA Form 531, Name Check, and FC 258.

(4) The Contracting Officer may allow the Contractor to conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures. As used here, equivalent includes a check for criminal history, as would be conducted by NASA, and completion of a questionnaire covering the same information as would be required by NASA.

(5) Screening of contractor personnel may be waived by the Contracting Officer for those individuals who have proof of --

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within last three years; or

(iii) Screening conducted by the Contractor, within last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer under paragraph (d)(4) of this clause.

(e) 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 2810.1, Section 4.3 requirements. The contractor may use web-based training available from NASA to meet this requirement.

(f) The Contractor shall afford NASA, including the 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 a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime.

(g) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of clause)

H.18 SAFETY PERFORMANCE EVALUATION

(a) 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 order. The Contractor will ensure that the requirements of the MSFC approved Contractor's Safety and Health Plan and applicable Data Requirement Documents (1079SA-001, 1079SA-002) are met. Contractor safety performance evaluation will be based on the MSFC safety program elements. The Contractor shall conduct a quarterly self-evaluation based on these criteria. The CO/CCTR, in coordination with the MSFC Safety Office,

will validate the Contractor's self-evaluation. Every quarter, the agreed score will be used to assess performance appropriately—positive or negative. For the purpose of assessing the quarterly score, the Contractor and the CO/COTR, in coordination with the MSFC Safety Office, 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 Contracting Officer from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety policy or procedures.

(b) 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 Table H.18-1, 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 (ELEMENT 1)	Hazard Prevention and Control (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	

System and Worksite Hazard Analysis (ELEMENT 2)	Safety and Health Training (ELEMENT 4)
Complete and Update Baseline Surveys	Employee
Performance Analysis of New Work	Supervisor
Job Hazard Analysis/Process Review	Manager
Self-Inspection	
Employee Hazard Reporting	
Mishap/Close Call Investigation	
Injury/Illness Rates	

(c) Performance Recognition. Contractor performance will be recognized as follows:

Level I – Annual rating score of ≥ 36 based on the average of the quarterly assessment scores, and a lost-Time Incident Rate (LTIR).

$\leq 50\%$ of the LTIR for the applicable Standard Industrial Classification (SIC) rate.

Formal award with public recognition

Appropriate past performance referral provided.

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

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

Formal Letter of Commendation

Will impact order evaluation and past performance referrals.

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

Level III – Quarterly rating score of ≤ 16 or a Lost Time Incident Rate (LTIR) \geq than the Standard Industrial Classification (SIC) rate.

*Formal letter expressing concern. Corrective Action Plan Requested. Data Placed in Past Performance Database. **Failure to improve could result in contract options not being exercised.***

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.

No recognition.

NOTE: The most current Department of Labor SIC rate, effective at the beginning of the annual evaluation period, will be utilized for LTIR 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.

(d) 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.

(e) Evaluation Process. The evaluation process will be based on the major elements and their sub-elements cited in paragraph b above. The evaluation process will include these steps:

Contractor to conduct quarterly self-assessment and assign numerical score to each element.

Contractor self-assessments will address compliance with their approved Safety and Health Plan.

Contractor to have self-assessment validated by CO/ COTR and S&MA Office.

On an annual basis, the Contracting Officer will apply order incentives/recognition or consequences based on the average quarterly scores. The Contracting Officer will make a determination on a quarterly basis for items requested in paragraph (b) that are not reported. (Also, see paragraph (g) below.)

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment 1 following this clause.

(f) Safety Metric Reporting. The Contractor shall utilize MSFC Form 4371 to submit, on a monthly basis, information on all personnel and property mishaps that meet the criteria of a NASA Recordable Mishap (NPR 8621.1). Close calls and minor cases, including first aid and non-injury cases, shall be reported when there is a potential lessons learned or when action needs to be taken to prevent more serious damage, loss, or personal injury, (including communication of the incident to promote employee awareness). The report shall also include total hours worked and the number of safety inspections and safety meetings conducted during the month.

The Contractor shall also utilize NASA Form 1627 to include details of any mishap, results of the investigation, and the corrective action plan.

(g) Failure to Report. If the Contractor fails to report the items in paragraph (f) above in accordance with this contract, an amount of \$1,000 will be deducted from the Task Order price for each occurrence of failure to report the required data.

(End of Clause)

[END OF SECTION]

Table H.18-1 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 subelements fully in place and functioning well for at least one year.	All programs and subelements 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 subelements 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 subelements in place, employees actively participating.	All programs and subelements in place and functioning.	All training processes established, management initial training complete.
8	One subelement not fully in place but all are being implemented.	Most processes in place, employee involvement growing.	All subelements functioning, employee participation growing.	At least five subelements functioning and one in final stage of implementation.	Most personnel trained to identified needs, training recordkeeping and recall system functioning.
7	Two subelements 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 subelements functioning and remainder established.	At least four subelements functioning, remaining two developing.	Management and supervisor training in process, specialized training in process.
6	All subelements in process or in place. Strong management leadership and commitment begun, metric systems in place, resourcing appropriate.	Employee representatives functioning, joint committees functioning, participating in risk assessment and accident investigation.	At least four subelements 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 subelements 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 subelements initiated including self-assessment, hazard reporting, mishap close call investigations.	Rules in process, emergency preparedness program being developed.	Training development in process, specialized training established, mandatory training in process
3	Generally good management commitment and leadership, implementation plans approved for all elements.	All process needs identified, awareness and involvement enhancement activities begun.	Job Hazard analysis established, investigations strengthened and include employees.	Medical program initiated, safety and health program initiated.	Training needs evaluation complete, training templates in process, recordkeeping and recall system needs to be established
2	Management exhibits some aspects of leadership, accountability systems not well defined, employee participation framework defined, limited metrics.	Committees established, little activity, employee involvement beginning, awareness of process started.	Plans established to implement all subelements, at least two subelements 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	Subelements 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 subelements established, no self-inspection, shallow accident investigation process.	Few or no programs or subelements established, few written rules, limited enforcement.	Training needs not established, no management training, limited or no supervisor training."

SECTION I

ORDER CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

FAR Clauses:

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

NASA FAR Supplement clauses:

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

MSFC Clauses:

http://ec.msfc.nasa.gov/msfc/msfc_uni.html

(End of Clause)

NOTICE: The following clauses are hereby incorporated by reference:

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.216-24	Limitation of Government Liability	APR 1984
52.216-25	Contract Definitization	OCT 1997
52.222-44	Fair Labor Standards Act and Service Contract Act - Price Adjustment	FEB 2002
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004

(End of Clause)

B. 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
1852.223-74	Drug and Alcohol-Free Workforce	MAR 1996
1852.237-70	Emergency Evacuation Procedures	DEC 1988
1852.237-71	Pension Portability	JAN 1997
1852.242-72	Observance of Legal Holidays	AUG 1992
1852.242-78	Emergency Medical Services and Evacuation	APR 2001

(End of Clause)

[End of Section]

SECTION J

<u>Attachment No.</u>	<u>Description</u>	<u>Pages</u>
1	Performance Work Statement	J-1-1 – J-1-10
2	Data Procurement Document	J-2-1 – J-2-26
3	Contractor Rate Structure	J-3-1 – J-3-3
4	Task Order Summary	J-4-1
5	Applicable Regulations, Procedures, and Documents	J-5-1 – J-5-4
6	Installation-Provided Property and Services	J-6-1 – J-6-4
7	Wage Determination	J-7-1 – J-7-11

ATTACHMENT 1
PERFORMANCE WORK STATEMENT (PWS)

Performance Work Statement For Acquisition and Business Support Services

1.0 INTRODUCTION

This Performance Work Statement (PWS) broadly defines the requirements for providing a variety of business support and acquisition support services to assist the Marshall Space Flight Center (MSFC) in fulfilling its missions and is depicted in the Work Breakdown Structure Diagram provided in Figure 1. These services include a myriad of operational and administrative disciplines in support of the Office of the Chief Financial Officer (CFO), the Office of Procurement, and other MSFC Offices and Directorates. Work under this Indefinite Delivery/Indefinite Quantity (IDIQ) order will be authorized and more specifically defined in individual task orders executed by the Contracting Officer.

The support provided through this order shall utilize the functions provided by the Integrated Financial Management Program (IFMP). IFMP is an agency-wide transformation of NASA's business systems and processes to improve NASA's fiscal and management accountability. The purpose of developing the IFMP was to improve the financial, physical, and human resources management systems and processes throughout the Agency – re-engineer NASA's business infrastructure using industry "best practices" and implement supporting technology to provide management information needed to support the Agency's strategic implementation plan. The IFMP uses SAP/R3 as the backbone, with a new Contract Management Module (CMM), and incorporates Business Warehouse as an additional reporting capability. This system is the primary tool that will be used by the personnel performing this contract. Additional information about IFMP can be found at <http://ifmp.nasa.gov>.

The Contractor, as a member of the MSFC team, shall embrace the commitment to NASA's core values of safety, the NASA family, excellence and integrity, as supplemented by MSFC's values. These core values provide the guiding principles for behavior and decisions that enable the team to exploit technology in the execution of processes that achieve mission success safely. To that end, the Contractor shall also be committed to the overarching team goal of being number one in safety within NASA by providing world class safety for the public, astronauts and pilots, and the NASA workforce as well as high-value equipment and property. Additional information about the NASA Values can be found at http://www.nasa.gov/about/highlights/nasa_values.html.

2.0 PROGRAM MANAGEMENT

The Contractor shall provide the necessary management, personnel, and equipment/ supplies (not otherwise provided by the Government) required to performing the support services broadly defined in this PWS, the Data Procurement Document (DPD) 1079, and other attachments that contain specific contractor requirements and as more specifically described in subsequent task orders issued by the Contracting Officer. 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.

2.1 Order Management and Control

The Contractor shall provide the planning, coordination, technical direction, and surveillance of the activities necessary to assure disciplined work performance and timely resources application to accomplish all task orders issued under the contract. The Contractor shall be responsible for maintaining communication with the Contracting Officer (CO) and Contracting Officer's Technical Representative (COTR), and to immediately notify both the CO and the COTR of any problems that would prevent timely performance of task orders issued under this contract.

The Contractor shall establish, implement, and maintain technical management and oversight of all work performed under this PWS. The Contractor shall assure the technical excellence, cost effectiveness, and timeliness of all required work and deliverable products

The Contractor shall conduct Customer Survey Results to address PWS 3.0 and 4.0 activities. Customer Survey Results shall be reported in accordance with Data Requirements Description (DRD) 1079MA-004.

2.2 Plans and Reports

The Contractor shall provide the overall management effort required to integrate operational and programmatic functions necessary to perform all task orders issued under the order and to effectively administer the contract. The Contractor shall prepare and submit for approval a Management Plan in accordance with DRD 1079MA-001.

The Contractor shall provide an Organizational Conflict of Interest (OCI) Avoidance Plan in accordance with DRD 1079MA-002.

The Contractor shall establish, implement, and maintain management control systems required to plan, organize, direct, and control order activities. The Contractor's management system should track the status of all task orders from planning to completion, and record projected and actual resources expended on each task order. This data should be presented in Monthly Status Reports that status each task order on a monthly basis in accordance with DRD 1079MA-003.

The Contractor shall prepare and maintain a report identifying and listing all equipment, tools, etc., provided by the Government for use by the contractor in the performance of contracted effort, and for which the contractor has been given physical custody. This report shall be prepared and maintained in accordance with DRD 1079LS-001.

The Contractor shall provide, and keep current, a listing of all contractor personnel working on-site at MSFC in accordance with DRD 1079CD-002. Contractor personnel (being charged as a direct cost under this contract) who are located off-site, either at the Contractor's facility or under a flex-place work tour, shall be identified in an addendum to the DRD.

The Contractor shall establish and implement an industrial safety, health, and environmental program and provide a Safety, Health, and Environmental (SHE) Plan in accordance with DRD 1079SA-001. The Contractor's industrial safety, health, and environmental program shall incorporate the following:

- a. Management commitment and employee involvement in the safety and health program.
- b. System and worksite hazard analysis.
- c. Hazard prevention and control.
- d. Safety and health training.

The Contractor shall report mishaps and safety statistics to the MSFC S&MA Office in accordance with DRD 1079SA-002.

The Contractor shall prepare an Information Technology Security Plan that documents how the Contractor and subcontractor personnel utilize, in a secure manner commensurate with sensitivity of the information involved, those Federal computer systems and software applications managed by others. The Contractor shall prepare a system-level Information Technology System Security Plan for each Federal general support computer system and major software application managed by Contractor and subcontractor personnel in the performance of the contract. The security plans shall be based on an assessment of risks and document the safeguards necessary to ensure sufficient electronic information availability, integrity, and confidentiality as required by 2810.1. The Contractor shall prepare the information technology security plans in accordance with DRD 1079CD-001.

3.0 BUSINESS SUPPORT

The Contractor shall provide professional and technical services as needed in support of MSFC business, resources, and accounting operations. The Contractor shall provide preparation and analysis of budget and financial data and preparation of pertinent briefing materials, analysis and entry of financial data into automated systems, preparation of business resources and financial reports, business support to MSFC organizations and teams, and documentation of financial processes and systems. The Contractor shall provide verification and assessment of budget and financial data, evaluation of compliance with applicable policies and procedures, support for independent business and financial analysis and reviews, and operational auditing support. The Contractor shall develop and maintain business and financial data bases.

3.1 Accounting Operations

The Contractor shall provide professional services as needed in support of NASA Accounting Operations. Support shall include processing of year end 1099 Miscellaneous Income forms and support to internal and external audits. The Contractor shall provide services in support of the general ledger, journal vouchers, cost processing, funds distribution, and purchase requisitions. The Contractor shall also enter data from a variety of sources into systems, forms, reports and schedules for designated projects and/or organizations.

3.2 Budget Integration and Analysis

The Contractor shall provide budget and resource support to all MSFC organizations, programs, and projects as required. The Contractor shall support the Collaborative Workforce Commitment process, Phasing Plans, Program Operating Plans, and similar budget data calls as required. The Contractor shall monitor and track funding, obligations, and schedules; utilize financial databases and reports; provide financial analysis and presentations; support cost proposals; and document financial processes.

3.3 Business Systems

The Contractor shall provide support to various business systems including system administration, upgrades, beta testing, system problem resolutions, system documentation, user notifications and alerts, and system user training. The Contractor shall develop, maintain, and evaluate system databases, provide beta testing, and provide demonstrations to potential users. The Contractor shall develop and maintain web pages for various business systems and processes and support system user groups.

3.4 Business Best Practices and Business Development

The Contractor shall assist MSFC programs, projects, and offices with assessing business practices, processes, and tools used in order to maximize efficiency, streamline business processes, and improve overall business operations. The Contractor shall develop business models and plans to assist MSFC with strategies for improved resource and facility usage under full cost accounting methodologies.

4.0 ACQUISITION SUPPORT

The Contractor shall provide professional and technical services as needed in support of MSFC acquisition planning through solicitation, award, performance, final payment, and preparation for closeout for the full range of contractual instruments used by the Government, including grants and cooperative agreements. The Contractor shall provide this support in a manner fully consistent with applicable statutes and regulations.

4.1 Administrative Services

The Contractor shall provide administrative support services to each of the Procurement Offices in the areas of intermittent clerical support, data processing support, and mailroom and distribution support.

4.1.1 Procurement Clerk (Typing) Support

The Contractor shall provide clerical and procurement administration support to each Procurement Office as required to alleviate temporary absences of clerical staff, assisting clerical staff during periods of unusually heavy workload, and assisting contract specialists in the preparation of administration documentation for all types of contractual instruments. This support shall entail scheduling appointments, answering telephones, greeting visitors, preparing correspondence, distribution of documents, along with other routine administrative tasks such as gathering information, preparing routine order file documentation, and preparation of recurring and non-recurring reports. This support requires clerical personnel possessing knowledge of general office routine, and a basic knowledge of the federal acquisition process.

4.1.2 Data Processing Support

The Contractor shall provide data processing services using a variety of Windows-based software programs to include the Microsoft Office Suite. The Contractor shall ensure that data processing personnel are trained and proficient in the software programs available to Procurement Office personnel. Data to be processed may be provided to the Contractor in a number of different forms ranging from handwritten notes in draft form through final drafts submitted electronically for formatting and pagination. Typical end products shall include PowerPoint presentations with graphics, spreadsheets, schedules, and PERT charts in both hardcopy and electronic formats.

4.1.3 Mailroom and Distribution Support

The Contractor shall pick up, sort, and deliver incoming mail from the Center's Central Mail Facility twice daily, Monday through Friday. The Contractor shall deliver all incoming mail to the appropriate Procurement Office mail stop the same day it is picked up. The Contractor shall pick up outgoing mail from each Procurement Office mail stop and deliver it to the Center's Central Mail Facility twice daily, Monday through Friday. Procurement Office personnel are located in various buildings throughout the Center necessitating contractor on-site travel.

The Contractor shall also provide for special delivery support on an "as needed" basis, which may involve the delivery of documents to MSFC offices outside the Procurement Office along with local area contractors located outside the gates of Redstone Arsenal.

4.2 Acquisition Policy Services

The Contractor shall support the Policy and Information Management Department providing assistance for tasks such as, but not limited to, preparing and maintaining policy documentation; interpretation and dissemination of procurement regulations; preparing pricing and cost analysis reports; creating training classes and maintaining training records; and creating, updating and maintaining contract and solicitation mats (templates).

4.2.1 Marshall Management System Documentation Support

The Contractor shall assist preparation and updates to Marshall Management System documentation that are the responsibility of the Procurement Office. The Contractor shall assist Procurement Office personnel by attending document control board meetings (DCB), providing responses/resolutions for action items resulting from DCB meetings, and participating in internal Procurement Office assessments.

4.2.2 Procurement Policy and Regulations Support

The Contractor shall monitor changes issued to the FAR and NFS, along with procurement policy decisions made by NASA Headquarters, and shall provide these, along with a description of their impact upon current operations, for dissemination to Procurement Office personnel.

4.2.3 Pricing and Cost Analysis Support

The Contractor shall provide pricing and cost analysis services to individual contract specialists to support negotiations of new awards and modifications to existing contractual instruments. These services may require the Contractor to interface with the Defense Contract Audit Agency (DCAA), the Office of Naval Research, other Government audit agencies, and Center contractors in order to prepare the required pricing or cost analysis reports. The Contractor shall prepare pricing and cost analysis reports in accordance with the FAR, NFS, and DCAA pricing manuals, and Center procurement policies. The Contractor shall support contract negotiations as necessary by providing expert pricing advice to the Contracting Officer or source evaluation board member.

4.2.4 Procurement Systems Services Support

The Contractor shall perform data reconciliation among the various procurement systems (e.g., AMS and CMM Financial and Contractual Status (FACS) system). This reconciliation involves coordination with representatives responsible for data residing in non-procurement systems, such as financial management systems (e.g., IFMP). The Contractor shall perform data queries utilizing user interfaces to procurement systems. This support requires personnel with an in-depth knowledge of the FAR and NFS plus skills in Windows-based and web-based desktop applications. More specifically, it requires an in-depth working knowledge of all procurement desktop applications deployed in the Procurement Office.

4.2.5 Special Studies, Databases, Reports, and Programs Support

The Contractor shall prepare and maintain information databases (paper and electronic), recurring and non-recurring procurement reports and special studies in response to procurement-related inquiries from Center organizations, other NASA Centers, Federal Agencies, oversight organizations, and the general public. The Contractor shall coordinate with appropriate systems programming organizations, procurement representatives, and other entities to compile data in support of these activities. Examples of recurring reports, databases, special studies, and programs that may require support include the acquisition forecast, master buy plan, unsolicited proposal program, procurement professional (civil service) certification program, COTR certification program, performance evaluation boards, and source evaluation boards. Reports and studies shall be maintained in on-line databases, other electronic media, or paper files as required. This support requires personnel with an in-depth knowledge of the FAR and NFS plus skills in Windows-based and web-based desktop applications. More specifically, it requires an in-depth working knowledge of all procurement desktop applications deployed in the Procurement Office.

4.3 Acquisition Management Services

The Contractor shall provide assistance to COs and Contract Specialists in preparing documentation for awarding and administering the Center's solicitations and contractual instruments. These services shall include tracking and providing status of procurement activities, preparing contract file documentation for CO signature, and preparing contractual documents for CO signature. For the purposes of this contract, contractual documents include any type of solicitations, contracts, agreements, purchase orders, delivery orders, grants, and cooperative agreements available for use by the Contracting Officer. Contract file documentation includes any supporting documentation required by law, regulation or policy in order to execute a contractual document.

4.3.1 Tracking and Providing Status of Procurement Activities

The Contractor shall establish a mechanism for tracking and processing recurring activities in support of individual Contract Specialists and COs. The Contractor shall be required to prepare routine correspondence or documentation for the CO's signature, transmit those actions to the appropriate offices for action, track and provide the status on those actions to the CO, and file completed actions in the official contract file.

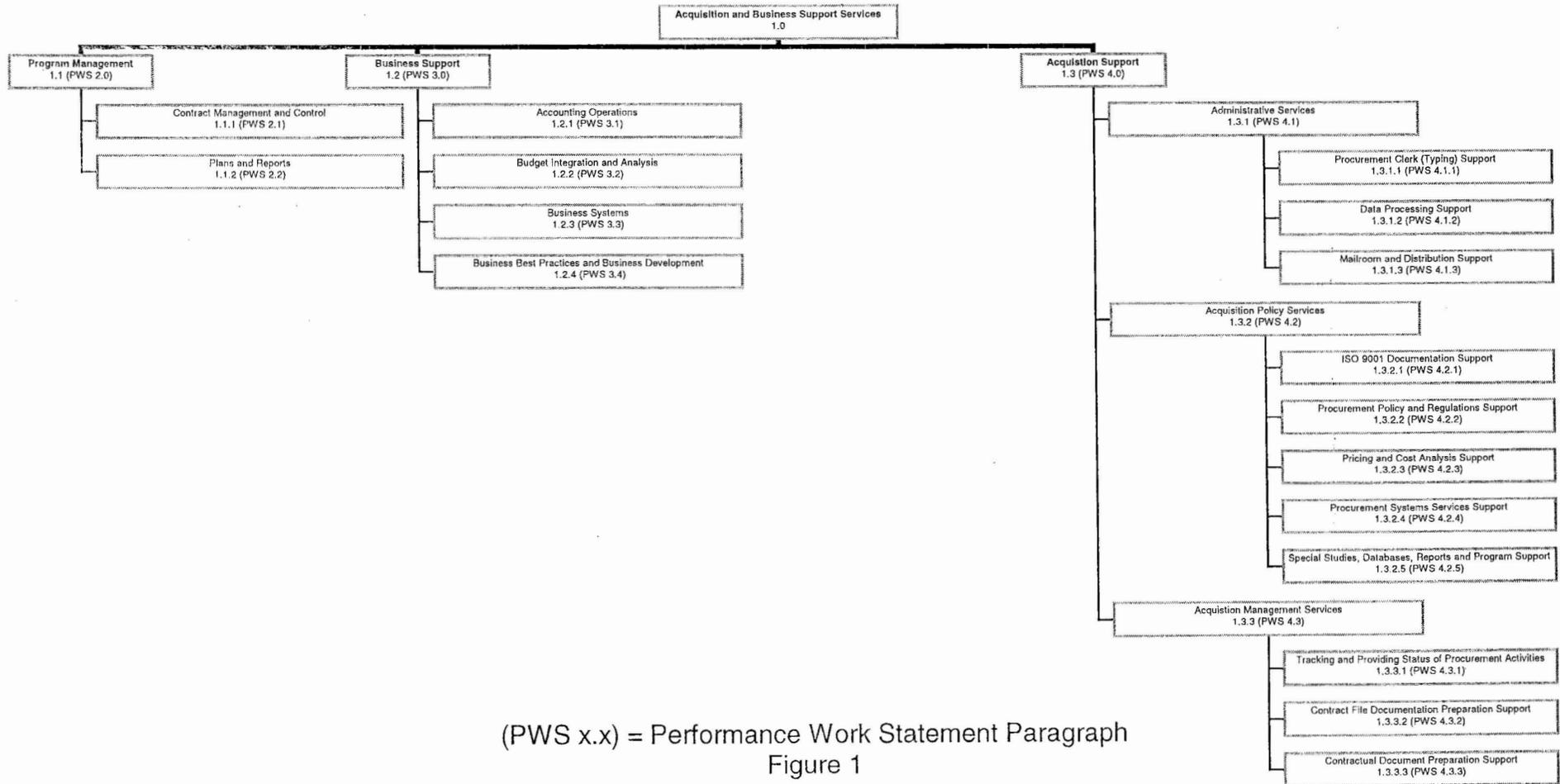
4.3.2 Contract File Documentation Preparation Support

The Contractor shall assist individual Contract Specialists by preparing routine contract file documentation required by the FAR, NFS, and Center policies. This documentation provides the supporting rationale required to make new awards or modify existing contractual instruments. All documentation shall be reviewed and, if necessary, signed by a CO before being placed in the official contract file. The Contractor shall also assist individual Contract Specialists by updating and maintaining official contract files as necessary, to include the development of file plans for individual contract actions.

4.3.3 Contractual Document Preparation Support

The Contractor shall assist individual Contract Specialists by preparing contractual documents in accordance with the FAR, NFS, Center procurement policies, and CO guidance. All award documents and modifications shall be reviewed and executed by a CO. This task shall require the Contractor to interface with other Center COTRs and contractors in order to obtain the data needed to prepare the contractual document. The Contractor shall not participate in actual negotiations with another contractor or represent the CO in any decision-making capacity in performance of this task.

Work Breakdown Structure Diagram



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ATTACHMENT 2
DATA PROCUREMENT DOCUMENT (DPD) 1079

DATA PROCUREMENT DOC.
NO. 1079 ISSUE RFQ

NNM05AB31C

CONTRACT/RFP

EXHIBIT NUMBER

J-2

ATTACHMENT NUMBER

Acquisition and Business Support Services

PROJECT/SYSTEM

DATA PROCUREMENT DOCUMENT

Contractor

CONTRACTOR

June 24, 2005

DATE

National Aeronautics and
Space Administration

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National Aeronautics and Space Administration

DATA PROCUREMENT DOC.

DOCUMENT CHANGE LOG

NO. ISSUE

1079 RFQ

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SUPERSEDING:

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AUTHORITY	PORTION AFFECTED - PAGE NO./NO.				REMARKS
	INTRO	SGR	DRL	DRD	

MSFC - Form 3461-1 (Rev August 1970)

National Aeronautics and Space Administration

PAGE REVISION LOG

DATA PROCUREMENT DOC.

NO. ISSUE

1079 RFQ

NOTE: The current revision is denoted by a vertical line in the outer margin adjacent to the affected text.

AS OF:
06-24-05

SUPERSEDING:

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INSERT LATEST REVISED PAGES. DISCARD SUPERSEDED PAGES.

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1.0 INTRODUCTION

1.1 Scope: Subject to the Rights in Data clause, this Data Procurement Document (DPD) sets forth the data requirements in each Data Requirements Description (DRD) and shall govern that data required by the DPD for the contract. The contractor shall furnish data defined by the DRD's listed on the Data Requirements List (DRL) by category of data, attached hereto, and made a part of this DPD. Such data shall be prepared, maintained, and delivered to NASA in accordance with the requirements set forth within this DPD. In cases where data requirements are covered by a Federal Acquisition Regulation (FAR) or NASA FAR Supplement (NFS) clause, that clause shall take precedence over the DPD, consistent with clause FAR 52.215-8.

1.2 DPD Description: This DPD consists of a Document Change Log, a Page Revision Log, a Table of Contents, an Introduction, a Statement of General Requirements, DPD maintenance procedures, a DRL, and the DRD's.

1.2.1 General Requirements: The general requirements, as specified in paragraph 2.0 of this DPD, prescribe those requirements applicable to the preparation, maintenance, and delivery of data that are better defined in aggregate than in the individual DRD's.

1.2.2 Data Requirements List (DRL): Throughout the performance of the contract, the DRL provides a listing by data category of the data requirements of the DPD.

1.2.3 Data Requirements Descriptions (DRD's)

1.2.3.1 Each data requirement listed on the DRL is given complete definition by a DRD. The DRD prescribes content, format, maintenance instructions, and submittal requirements.

1.2.3.2 For the purpose of classification and control, DRD's of this DPD are grouped into the following broad functional data categories:

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

1.2.3.3 The symbols representing these data categories form part of the prefix of the DRD identification number. The first numerical characters reflect the DPD number.

1.2.3.4 To facilitate the usage and maintenance of the DPD, the DRD's have been sectionalized in accordance with the above data categories.

1.2.3.5 The DRD's are filed by data category and are in alpha-numeric sequence as listed on the DRL page (or pages) that precedes the DRD's.

1.2.4 Document Change Log (DCL) and Page Revision Log (PRL): The Document Change Log chronologically records all revision actions that pertain to the DPD. The Page Revision Log describes the current revision status of each page of the DPD and thus, at all times, provides its exact configuration.

1.2.5 DPD Maintenance Procedures: Maintenance procedures define the detailed methods to be employed in maintaining the DPD. Detailed maintenance procedures are specified in paragraph 3.0 of this DPD.

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

<u>TYPE</u>	<u>DESCRIPTION</u>
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 order 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 order 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 order performance and are retained by the contractor in those cases where contracting parties have agreed that formal delivery is not required. However, the Contracting Officer or the Contracting Officer's Representative shall have access to and can inspect this data at its location in the contractor's or subcontractor's facilities, or in an electronic database accessible to the Government.
*	Note: Type 1 and Type 2 data may be placed under NASA configuration management control when designated by NASA. CM control requires the contractor to submit Type 1 and Type 2 data updates through Engineering Change Proposals (ECPs).
**	Note: This time limit may be tailored for individual DPD's to meet the requirements of the procuring activity.
***	Note: If the contractor does not identify a release target date or if the intended release date is shorter than 45 calendar days from the date of submission, the 45 calendar days review cycle stands (or the tailored Type 2 time limitation for the specific procurement).

2.0 STATEMENT OF GENERAL REQUIREMENTS

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

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

2.2 Subcontractor Data Requirements

2.2.1 The contractor shall specify to subcontractors and vendors, if any, the availability source of all data required for the satisfactory accomplishment of their contracts. The contractor shall validate these requirements for documents when appropriate; where the requirement concerns other contractor data, the contractor shall provide his subcontractor or vendor with the necessary documents. All such requests shall be accomplished under the auspices of the contractor.

2.2.2 Reference to subcontractor data in the contractor's responses is permissible, providing the references are adequate and include such identification elements as title, number, revision, etc., and a copy of the referenced data is supplied with the response document at time of delivery to NASA.

2.3 Data Distribution, Format, Data Restriction Marking, and Transmittal

2.3.1 Distribution: Distribution of required documentation shall be in quantities determined by the Contracting Officer. Recipient names and email (if applicable) addresses shall be noted on a separate distribution list to be furnished by the Contracting Officer. The Contracting Officer's letter may include other information pertinent to delivery of data, as required.

2.3.2 Format

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

2.3.2.2 Hardcopy Format: In addition to the electronic submittal, one hardcopy package of specific data deliverables shall be delivered to the NASA Contracting Officer for the Government contract file. This requirement is indicated in Item 15.4, Format of each DRD. The hardcopy package shall consist of the contractor's Transmittal Memo and one copy of the data deliverable.

2.3.3 Data Restriction Marking

2.3.3.1 Data Restriction Determination and Marking Requirements: The contractor shall determine the data restriction that applies to each data deliverable and mark the data restriction on the data coversheet, or indicate the data restriction in the data transmittal package if the data format precludes identification of data restriction directly in the data. The contractor shall make a determination for each individual data deliverable item, and shall not apply a default or blanket data restriction marking to all data deliverables (e.g., "data may be export restricted"). If NASA does not agree with the contractor applied data restriction, the NASA Contracting Officer shall return the data to the contractor, cancel the markings, or ignore the markings consistent with the procedures set forth in the "data rights" clause(s) contained in the contract.

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

If data delivered under this order 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

If data delivered under this order 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 Export

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

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

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

2.3.4 Transmittal

2.3.4.1 Data shall be transmitted to NASA by email, CD or DVD, hardcopy, or other mechanism agreed to by the Contracting Officer, COTR, and Project representatives who are responsible to receive, index, and store the data deliverables.

2.3.4.2 If email is used to transmit data deliverables, the email size shall be 10 Megabytes or less to ensure receipt by the NASA email servers. Encrypted email format shall be used to transmit data which has been judged sensitive by the contractor (e.g., export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.).

2.3.4.3 Data Transmittal Package: Each data transmittal package shall include:

a. Transmittal memorandum that specifies the meta-data below for each data transmittal:

1. Order 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 order 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 order 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 order modification and for which no revision to DPD is appended. In such cases, the contractor shall submit the requested changes to NASA for approval. See paragraph 3.3.1 for change procedures.

3.2 Contractor-Initiated Change: Contractor-proposed data requirements or proposed changes to existing requirements shall be submitted to NASA for approval.

3.3 DPD Change Procedures

3.3.1 Changes to a contractual issue of this DPD shall be identified by NASA on the Document Change Log and Page Revision Log. The actual revised material on the DPD page shall be identified by placing a heavy vertical line in the right-hand margin extending the entire length of the change. In addition, the numerical control number of the contractual direction authorizing the change shall be placed adjacent to the vertical revision line. These revision identifiers shall be used to reflect the current revision only; any previous symbols on a page shall be deleted by the current revision.

3.3.2 The date of the contractual direction paper, e.g., Change Order, Supplemental Agreement, or Contracting Officer's letter shall be entered under the "Status" column of the Page Revision Log adjacent to the affected page or DRD number, and in the "as of" block. The date that was in the "as of" block shall be entered in the "Superseding" block.

3.3.3 The Document Change Log entitled "Incorporated Revisions" shall be changed to indicate the number, portions affected, and associated Supplemental Agreement number, if applicable.

3.3.4 The Document Change Log entitled "Outstanding Revisions" is changed periodically to indicate outstanding Change Orders and Contracting Officer notification letters.

3.4 DPD Reissues

3.4.1 When conditions warrant, the DPD shall be reissued by NASA and shall supersede the existing DPD in its entirety. Reissues shall be issued by contractual direction.

3.4.2 All revision symbols (vertical lines and contractual direction control numbers) shall be removed from all pages; revision dates shall remain in the Date Revised block on DRD's that have been revised. The issue symbol, which shall commence with "A" and progress through "Z," shall be entered in the DPD identification block of each DRD page of the DPD.

Acquisition and Business Support Services
Data Requirements List

<u>DRD</u>	<u>DATA TYPE</u>	<u>TITLE</u>	<u>OPR</u>
CD – Contractual Data			
1079CD-001	2	Information Technology Security Plan	IS02
1079CD-002	3	On-Site Employee Location Listing	PS32
LS – Logistics Support			
1079LS-001	2	Government Property Management Plan	AD41
MA – Management			
1079MA-001	1	Management Plan	PS32
1079MA-002	2	Organizational Conflict of Interest Avoidance Plan	PS32
1079MA-003	3	Monthly Status Report	PS32
1079MA-004	3	Customer Survey Results	PS32
SA – Safety			
1079SA-001	2	Safety, Health, and Environmental (SHE) Plan	AD60/QD50/AD10
1079SA-002	3	Mishap and Safety Statistics Reports	QD50

DATA REQUIREMENTS DESCRIPTION (DRD)

1. DPD NO.: 1079 ISSUE: RFQ
2. DRD NO.: 1079CD-001
3. DATA TYPE: 2
4. DATE REVISED:
5. PAGE: 1/1
6. TITLE: Information Technology Security Plans
7. DESCRIPTION/USE: To document information technology security risk management and safeguards for protection of unclassified NASA electronic information and data processed by Federal general support computer systems and major software applications.
8. OPR: IS02 9. DM: PS32
10. DISTRIBUTION: Per Contracting Officer's letter
11. INITIAL SUBMISSION: 45 days after award
12. SUBMISSION FREQUENCY: Revise as required
13. REMARKS: The information technology security plans shall be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this order and in compliance with the requirements stated in NFS 1852.204-76. Reference is made to NPR 2810.1, *Security of Information Technology* and NFS 1804.470-3, *Security plan for unclassified Federal Information Technology systems*.
14. INTERRELATIONSHIP: PWS paragraph 2.2
15. DATA PREPARATION INFORMATION:
 - 15.1 **SCOPE:** Information Technology Security Plans shall document the safeguards necessary to ensure sufficient availability, integrity, and confidentiality of that information accessed or managed within the systems and/or applications, based on the contractor's assessment of risks.
 - 15.2 **APPLICABLE DOCUMENTS:**

NFS 1852.204-76	<i>Security Requirements for Unclassified Information Technology Resources</i>
NIST SP 800-18	<i>Guide for Developing Security Plans for Information Technology Systems</i>
 - 15.3 **CONTENTS:** The Information Technology Security Plan shall meet the requirements of NFS 1852.204-76. The plan shall describe the contractor's processes for implementing information security including personnel background screening, personnel awareness and training, information protection, and security incident response.

Additionally, a separate system-level Information Technology System Security Plan shall be prepared for each Federal general support computer system or major software application managed by the contractor and/or subcontractor personnel in the performance of this contract. The Information Technology System Security Plans shall meet the requirements of NIST SP 800-18.
 - 15.4 **FORMAT:** Contractor format for the Information Technology Security Plan is acceptable as long as the guidance described in NFS 1852.204-76 is followed. The Information Technology System Security Plan format shall be per NIST SP 800-18.
 - 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1079 **ISSUE:** RFQ
2. **DRD NO.:** 1079CD-002
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** On-Site Employee Location Listing
7. **DESCRIPTION/USE:** To assist NASA in conducting contractor floor checks.
8. **OPR:** PS32 9. **DM:** PS32
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 quarterly. 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).
14. **INTERRELATIONSHIP:** PWS paragraph 2.2
15. **DATA PREPARATION INFORMATION:**
 - 15.1 **SCOPE:** The On-Site Employee Location Listing shall provide NASA with a list of all on-site contractor employees working under this order and their designated locations.
 - 15.2 **APPLICABLE DOCUMENTS:** None
 - 15.3 **CONTENTS:** The list shall include the following information for each employee: employee's name, position, location (building/room number), shift assignment, supervisor's name, and supervisor's location (building/room number).
 - 15.4 **FORMAT:** Contractor format is acceptable.
 - 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. DPD NO.: 1079
2. DRD NO.: 1079LS-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: AD41
9. DM: PS32
10. DISTRIBUTION: Cognizant property administrator
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 2.2
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	<i>Federal Acquisition Regulation, Part 45</i>
NPR 5100.4B	<i>Federal Acquisition Regulation Supplement, (NASA/FAR Supplement) Part 18-45 and latest revisions thereto</i>
 - 15.3 CONTENTS: This 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.
 - b. Acquisition.
 - c. Receiving.
 - d. Identification.
 - e. Records.
 - f. Movement.
 - g. Storage.
 - h. Physical inventories.
 - i. Reports.
 - j. Consumption.
 - k. Utilization.
 - l. Maintenance.
 - m. Subcontractor control.
 - n. Disposition.
 - o. Contract close-out.
 - 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.: 1079 ISSUE: RFQ
2. DRD NO.: 1079MA-001
3. DATA TYPE: 1
4. DATE REVISED:
5. PAGE: 1/1
6. TITLE: Management Plan
7. DESCRIPTION/USE: To provide a description of the contractor's overall management system and organization for accomplishing the requirements set forth in the contract.
8. OPR: PS32 9. DM: PS32
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 2.2
15. DATA PREPARATION INFORMATION:
 - 15.1 **SCOPE:** The Management Plan shall describe the contractor's concept plans, practice, and approach for accomplishing the requirements set forth in the contract, i.e., managing and controlling project tasks, experimental work, and management interfaces. The plan shall be in such detail as necessary to convey the contractor's internal procedures.
 - 15.2 **APPLICABLE DOCUMENTS:** None
 - 15.3 **CONTENTS:**
 - a. The plan shall include a description of the project tasks to be accomplished and an outline of methods by which the contractor proposes to accomplish each task down to the Level III WBS task level.
 - b. The plan shall also include a description of management concepts, plans, project management and task/control systems, organizational approach, and communication channels between the contractor and the Government. This shall include descriptions, flow charts, schedules, and other documentation necessary to give a comprehensive plan of organization and accomplishment.
 - 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.:** 1079 **ISSUE:** RFQ
2. **DRD NO.:** 1079MA-002
3. **DATA TYPE:** 2
4. **PAGE REVISED:**
5. **PAGE:** 1/2

6. **TITLE:** Organizational Conflict of Interest (OCI) Avoidance Plan

7. **DESCRIPTION/USE:** To demonstrate to the Government that the contractor will mitigate organizational conflicts of the interest and ensure that the contractor provides unbiased impartial advice and adequately protects sensitive, proprietary data belonging to other contractors.

8. **OPR:** PS32 9. **DM:** PS32

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

11. **INITIAL SUBMISSION:** 30 days after award

12. **SUBMISSION FREQUENCY:** Update as required

13. **REMARKS:** Reference is made to Clauses: H.1, H.2, H.10 and H.11; NFS 1809.505-4, *Obtaining Access to Sensitive Information*; NFS 1837.203-70, *Providing Contractors Access to Sensitive Information*; NFS 1837.203-71, *Release of Contractors' Sensitive Information*; 1852.237-72, *Access to Sensitive Information*; 1852.237-73, *Release of Sensitive Information*.

14. **INTERRELATIONSHIP:** PWS paragraph 2.2

15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Organizational Conflict of Interest Avoidance Plan demonstrates that no organizational conflict of interest exists or that any such potential conflicts have been adequately avoided or mitigated.

- 15.2 **APPLICABLE DOCUMENTS:** None

- 15.3 **CONTENTS:** The Organizational Conflict of Interest Avoidance Plan shall include the following:
 - a. Organizational conflicts of interest pertaining to biased ground rules or impaired objectivity, the contractor shall either:
 1. Warrant it has no conflicting business relationships as defined in Clause H.2 in the solicitation, or
 2. Describe all business relationships it currently has that might create a conflict with the performance work statement in this order by demonstrating how:
 - (a) Parts of the company performing this order shall be physically isolated from those parts of the company performing work for the conflicting business relationships.
 - (b) That the management reporting chains for this order and the work for its conflicting business relationship be separated from each other.
 - (c) That employees cannot transfer from the portion of the company performing this order to the portion of the company performing the work for the conflicting business relationships.
 - (d) That each employee performing this order 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.
 - (e) That techniques are in place to ensure that the company shall not favor its conflicting business relationships and will avoid the appearance of conflicts of interest.

DRD Continuation Sheet

TITLE: Organizational Conflict of Interest (OCI) Avoidance Plan

DRD NO.: 1079MA-002

DATA TYPE: 2

PAGE: 2/2

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

- b. With regard to access to nonpublic information, the mitigation plan shall contain a plan to safeguard all proprietary/sensitive data the contractor receives. This plan shall include:
1. The contractor shall not disclose the proprietary/sensitive data relating to this order.
 2. The contractor only shall use the proprietary/sensitive data for purposes of this order.
 3. 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.
 4. Information Technology shall be protected to prevent unauthorized disclosure of information.
 5. Employees performing the effort must sign express, binding written agreements clearly agreeing to protect sensitive data.
 6. Requirement that subcontractors have appropriate OCI mitigation procedures in place.
 7. Requirement for periodic self-audits, the results of which shall be made available to the government.
 8. Initial and periodic refresher OCI training for contractor personnel working on the order.
 9. Describe organizational and employee sanctions for violation of the OCI order clause or OCI Avoidance Plan provisions.
 10. Provisions on recording keeping requirements regarding OCI (e.g., training, written agreements). The contractor shall make these records available to and cooperate with any neutral third party the Government assigns to review adherence to their OCI mitigation plan.
 11. A provision requiring the contractor to report any real, apparent, or potential conflict of interests that arise to the Contracting Officer.
 12. A provision requiring the contractor to update the OCI Mitigation Plan upon occurrence of any event that will cause a change to the plan.
- c. The requirements of this DRD apply to each subcontractor performing work on this contract.

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

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

DATA REQUIREMENTS DESCRIPTION (DRD)

1. DPD NO.: 1079
2. DRD NO.: 1079MA-003
3. DATA TYPE: 3
4. DATE REVISED:
5. PAGE: 1/1
6. TITLE: Monthly Status Reports
7. DESCRIPTION/USE: To provide data for the assessment of order progress by Task Order directive. To provide visibility to contractor and MSFC Management of actual and potential problems and their progress toward meeting the requirements of the contract.
8. OPR: PS32
9. DM: PS32
10. DISTRIBUTION: Per Contracting Officer's letter
11. INITIAL SUBMISSION: Thirty (30) days after Authority to proceed (ATP)
12. SUBMISSION FREQUENCY: Monthly thereafter. The report shall be submitted ten working days following the end of the Contractor's accounting month.
13. REMARKS:
14. INTERRELATIONSHIP: PWS paragraph 2.2
15. DATA PREPARATION INFORMATION:
 - 15.1 SCOPE: The Monthly Status Report provides a comprehensive status on all active Task Orders and includes the necessary information to assess status and identify problems that need resolution for accomplishment of the order tasks.
 - 15.2 APPLICABLE DOCUMENTS: None
 - 15.3 CONTENTS: The Monthly Status Report shall include:
 - a. Review of work accomplished, including quantitative description, during the reporting period.
 - b. Discussion of non-routine tasks planned for the next reporting period.
 - c. Indication of any problems which may impede performance or impact performance, schedule or cost.
 - d. Labor hours expended by labor category showing overtime hours separately.
 - e. Costs expended (by labor category) versus funding received.
 - f. Any other information that may assist the Government in evaluating the technical and administrative program; such as innovative processes, cost-reduction initiatives, etc.
 - g. Self-assessment data as required in Clause B.3.
 - 15.4 FORMAT: Contractor format is acceptable. Electronic media is strongly encouraged.
 - 15.5 MAINTENANCE: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1079 **ISSUE:** RFQ 2. **DRD NO.:** 1079MA-004
3. **DATA TYPE:** 3 4. **PAGE REVISED:**
5. **PAGE:** 1/2
6. **TITLE:** Customer Survey Results
7. **DESCRIPTION/USE:** To provide the results of customer surveys for each reporting period.
8. **OPR:** PS32 9. **DM:** PS32
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** 10th working day following end of first quarter of performance
12. **SUBMISSION FREQUENCY:** Quarterly
13. **REMARKS:** Reference is made to Clause B.3, *Price Reductions for Less Than Optimum Performance*. This document is a compilation of the results of the contractor's survey of its customers, and will form the basis of determining the quality of that performance and resulting price deductions, if any.
14. **INTERRELATIONSHIP:** PWS paragraph 2.1
15. **DATA PREPARATION INFORMATION:**
 - 15.1 **SCOPE:** The Customer Survey Results describes the process by which the contractor gathers customer evaluations of its performance and reports its findings to the Government. This report will form the basis of the Government's determination of any price reductions based on the contractor's performance during the reporting period.
 - 15.2 **APPLICABLE DOCUMENTS:** None
 - 15.3 **CONTENTS:** The Customer Survey Results shall separately address PWS 3.0 and PWS 4.0 activities. For each of these PWS sections, it shall consist of a copy of each of the department-level customer survey responses received for the reporting period, a description of the staffing support (i.e., full-time equivalents, or FTE) supporting each department, a summary adjective rating for that PWS section, and calculations supporting the reported averages.
 - a. The contractor's report shall average the customer responses into a single, prorated rating for PWS 3.0 and, separately, PWS 4.0 for the rating period. The prorating will be based on the number of FTEs. For example:

	PWS X.X		
Department	A	B	C
FTE	1	6	2
Adjective	Excellent	Very Good	Satisfactory
Weighted	4	18	2
	(= 1 FTE x 4)	(= 6 FTE x 3)	(= 2 FTE x 1)
PWS X.X prorated rating	2.744 • 2.7, or Very Good (= total weighted score 24 ÷ total FTE 9)		

DRD Continuation Sheet

TITLE: Customer Survey Results

DRD NO.: 1079MA-004

DATA TYPE: 3

PAGE: 2/2

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

- b. When calculating the prorated rating, the following ranges shall be used (rounded to the nearest tenth of a point, with .05 rounding up):

Excellent	3.1 – 4.0
Very good	2.1 – 3.0
Good	1.1 – 2.0
Satisfactory	.1 – 1.0
Poor/Unsatisfactory	0

NOTE: A 2.744 prorated rating rounds to 2.7, which is in the Very Good range.

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

15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1079 **ISSUE:** RFQ
2. **DRD NO.:** 1079SA-001
3. **DATA TYPE:** 2
4. **DATE REVISED:**
5. **PAGE:** 1/3
6. **TITLE:** Safety, Health, and Environmental (SHE) Plan
7. **DESCRIPTION/USE:** To provide the contractor and the Government a baseline document for planning, management, control, and implementation of the contractor's industrial/occupational safety, health, and environmental program.
8. **OPR:** AD60/QD50/AD10 9. **DM:** PS32
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*; FAR 52.223-10, *Waste Reduction Program*. DRD 1079SA-002, *Mishap and Safety Statistics Report*. PWS paragraph 2.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Safety, Health, and Environmental Plan describes the contractor's method of implementing occupational safety, health, and environmental standards over the duration of the contract.
- 15.2 **APPLICABLE DOCUMENTS:** Compliance with the following Occupational Safety and Health Standards and applicable requirements shall be specified in the plan (if applicable to the scope of this contract).
 - 29 CFR 1910 *Department of Labor; Occupational Safety and Health Administration Standards for General Industry*
 - 29 CFR 1926 *Department of Labor; Occupational Safety and Health Administration Standards for Construction Industry*
 - 40 CFR *Protection of the Environment*
 - ANSI Standards applicable to the scope of this contract
 - ASME Boiler and Pressure Vessel Code*
 - MPR 1040.3 *MSFC Emergency Plan*
 - MPR 1840.3 *MSFC Hazardous Chemicals in Laboratories Protection Program*
 - MPR 1840.1 *MSFC Confined Space Entries*
 - MPD 1860.2 *MSFC Radiation Safety Program*
 - MPR 1810.1 *MSFC Occupational Medicine*
 - MPD 1840.3 *MSFC Respiratory Protection Program*
 - MPD 1840.2 *MSFC Hearing Conservation Program*

DRD Continuation Sheet

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

DRD NO.: 1079SA-001

DATA TYPE: 2

PAGE: 2/3

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

MPD 1840.1	<i>MSFC Environmental Health Program</i>
MPR 1840.2	<i>MSFC Hazard Communication Program</i>
MPD 1860.1	<i>Laser Safety</i>
MPR 1800.1	<i>Bloodborne Pathogens</i>
MWI 3410.1	<i>Personnel Certification Program</i>
MPR 8715.1	<i>Marshall Safety, Health and Environmental (SHE) Program</i>
MPD 8900.1	<i>Medical Operations Responsibilities for Human Space Flight Programs (NOTE: This document only applies to Space Station contracts)</i>
NFPA Standards	<i>National Fire Codes</i>
NPR 8715.3	<i>NASA Safety Manual</i>
NASA-STD-8719.11	<i>Safety Standard for Fire Protection</i>

15.3 **CONTENTS:** The plan shall describe the manner in which the contractor implements the requirements of the applicable documents as they pertain to the specific statement of work tasks to be performed. The Safety and Health Plan shall include:

- a. Management commitment and employee involvement in the safety, health, and environmental program:
 1. Statement of management policy, commitment, to provide for the safety and health of personnel (i.e., employees, customers, and public) and property and compliance with EPA, OSHA and NASA requirements.
 2. Description of procedures for insuring management and employees are held accountable for implementing their task in a safe and healthful manner through motivational techniques, disciplinary program, or other innovative techniques.
 3. Descriptions of safety, health, environmental awareness and motivation programs, including documented safety meeting requirements, and documented safety awareness training for employees. (Onsite Safety meeting statistics shall be documented in the Supervisors Safety Web page: http://msfcsma3.msfc.nasa.gov/dbwebs/apps/sswp/SSWP_login.taf).
 4. Means of program evaluation, identifying methods and frequency for internal evaluation of the safety, health, and environmental program.
 5. Flowdown of safety responsibilities between appropriate tiers (i.e., subcontractors).
 6. Identification by title the individual who is responsible for the implementation of the SHE elements.
 7. Provision for compliance with MPR 8715.1, when work is to be performed onsite at MSFC by offsite contractor, if applicable.
- b. System and worksite hazard analysis:
 1. Methods of hazard identification, e.g., hazard analysis, safety assessment, change analysis, risk assessment and employee identified concerns.
 2. Descriptions of OSHA programs that require documented plans (e.g., Personnel Protective Equipment (PPE), Confined Space, and Lockout/Tagout, etc. Include the interrelationships with the MSFC plans). (Note: Only programs applicable to the order need to be addressed).
 3. Requirements for formal safety inspections as required by OSHA, to include schedule and documentation requirements. Onsite OSHA inspections are performed by NASA.
 4. Requirements for documented supervisors safety visits. Onsite safety visits shall be performed once per month per supervisor and documented in the Supervisors Safety Web page.

DRD Continuation Sheet

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

DRD NO.: 1079SA-001

DATA TYPE: 2

PAGE: 3/3

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

c. Hazard prevention and control:

1. Methods to generate appropriate plans, procedures, and other working documents which includes clear statements of hazardous situations and necessary cautions; annual review; and for onsite hazardous procedures, MSFC Safety Office concurrence.
2. Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for recycling and disposal of hazardous waste.
3. Method of ensuring a documented emergency management program. Include a list of emergency points of contact. (Note: on-site contractors may use MPR 1040.3).
4. Method of investigating all mishaps and close calls to determine root cause, including an outline of reporting requirements. (Reference DRD 1079SA-002, *Mishap and Safety Statistics Report*).
5. Provisions for safety, health, and environmental services such as hazardous waste disposal, industrial hygiene monitoring, emergency medical support, hearing conservation program, and hazard communication.
6. Provision for suspending work where safety or environmental conditions warrant such action.

d. Safety and health training:

1. Means for training each employee to recognize hazards and avoid accidents, know their job-specific hazards and controls, and understand the disciplinary program.
2. Provisions for training and certification of personnel performing potentially hazardous operations. Job categories under the contracted effort that require certification shall be identified. Personnel Certification for onsite identified job categories shall be tracked in the MSFC Certification Database (CERTRAK) in accordance with MWI 3410.1 "Personnel Certification Program."

e. Environmental compliance – Provisions for compliance with environmental laws and regulations by: reporting hazardous and toxic substance use; implementing and reporting green procurements in accordance with MWI 8540.2; reducing, reusing, and recycling of hazardous and toxic substances prior to disposal; minimizing stormwater pollution; ensuring equipment and processes permitted by applicable laws; and disposing of solid and liquid materials as permitted by applicable laws.

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.: 1079 ISSUE: RFQ
2. DRD NO.: 1079SA-002
3. DATA TYPE: 3
4. DATE REVISED:
5. PAGE: 1/2
6. TITLE: Mishap and Safety Statistics Reports
7. DESCRIPTION/USE: To provide reporting of metrics, mishaps, close calls, and serious non-occupational injuries or illnesses.
8. OPR: QD50 9. DM: PS32
10. DISTRIBUTION: Per Contracting Officer's letter
11. INITIAL SUBMISSION:
 - a. Safety Statistics (e.g., order number, subcontractors, SIC/NAIC codes, number of employees, number of supervisors, hours worked, etc.): submitted on MSFC Form 4371 by the 10th of each month following award.
 - b. Mishaps, Close Calls, and serious non-occupational injuries or illnesses
 1. Type A or B mishaps, high visibility mishaps or close calls, and onsite Type C lost time injury or illness: Immediate telephone notification to the Contracting Officer, and Industrial Safety (256-544-0046 or 4-HELP, Safety Option) so that Center Director notifies the NASA Administrator within 24 hours of occurrence or awareness. Include location and time of incident, number of fatalities, number hospitalized, type of damage, estimated cost, brief description, and contact person and phone number.
 2. Non-occupational fatality or serious injury occurring onsite or to an onsite contractor employee: Notification to Contracting Officer and S&MA so that Center Director notifies the NASA Administrator within 24 hour of occurrence or awareness. (Offsite non-occupational injury or illness notification is at the discretion of the family).
 3. a. All Onsite MSFC mishaps and close calls: (applicable to onsite contractors only): NASA Initial Safety Incident Report within 4 hours of occurrence or awareness on MSFC Form 4370 or equivalent either by telephone 256-544-4357 (4-HELP); Safety Option or electronically by Quick Incident Report at https://msfcsma3.msfc.nasa.gov/s&ma_01/mishap/index.htm.
 - b. Offsite Mishaps and Close Calls Type C and below: Initial notification by next MSFC 4371.
 4. All Mishaps (Type A, B, C, Incidents and Close Calls): Mishap Report NASA Form 1627 or electron update of NASA Incident Reporting Information System (IRIS) record within 6 calendar days of Mishap.
 5. Type A, B, and Close Calls with high Type A or B potential: Mishap Board Report after completion of investigation.
 6. All Mishaps: Monthly Follow-up Corrective Action Plan/Status as required until closed.
12. SUBMISSION FREQUENCY:
 - a. MSFC Form 4370 or electronic equivalent - Each occurrence of a mishap except as identified in section 11.b.
 - b. NASA Form 1627 or electronic equivalent - Each occurrence of a mishap. Corrective action status reports are due every 30 days until the final report is submitted.
 - c. MSFC Form 4371 - By the 10th of each month.
 - d. Mishap Board Report - Each occurrence of a Type A or B mishap, or as directed by Center management.

DRD Continuation Sheet

TITLE: Mishap and Safety Statistics Reports

DRD NO.: 1079SA-002

DATA TYPE: 3

PAGE: 2/2

15. **DATA PREPARATION INFORMATION:**

13. **REMARKS:**

14. **INTERRELATIONSHIP:** DRD 1079SA-001, *Safety, Health, and Environmental (SHE) Plan*. PWS paragraph 2.2

15.1 **SCOPE:** The Mishap and Safety Statistics Reports document all mishaps and close calls as required in NPR 8621.1.

15.2 **APPLICABLE DOCUMENTS:**

NPR 8621.1 *NASA Procedures and Guidelines for Mishap Reporting, Investigating, and Recordkeeping*

MWI 8621.1 *Close Call and Mishap Reporting and Investigation Program*

15.3 **CONTENTS:** The reports shall contain the information required by NPR 8621.1 and MWI 8621.1. The contractor shall use the forms listed in 15.4 to report mishaps and related information required to produce the safety metrics.

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

- a. MSFC Form 4370, "MSFC Flash Mishap Report."
- b. NASA Form 1627, "NASA Mishap Report."
- c. MSFC Form 4371, "MSFC Contractor Safety Statistics."
- d. Mishap Board Report using the format provided in NPR 8621.1.

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

ATTACHMENT 3
CONTRACTOR RATE STRUCTURE

(b)(4)

(b)(4)

**ATTACHMENT 4
TASK ORDER SUMMARY**

A summary of task orders awarded under this order is as follows:

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

A copy of each Task Order issued is attached.

ATTACHMENT 5
APPLICABLE REGULATIONS, PROCEDURES, AND DOCUMENTS

ATTACHMENT 5

Applicable Regulations, Procedures, and Documents

The documents listed herein contain specifications to which the work must conform. The Contractor shall comply with the requirements of these documents and all revisions thereto.

The Contractor shall utilize all NASA and MSFC Directives and Standards as applicable, as well as Office of Procurement Organizational Issuances (OIs) and Office of the Chief Financial Officer OIs. Current versions shall be utilized, unless authorization to use obsolete versions has been properly documented.

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 1000.1	NASA Strategic Plan
NPR 1441.1	NASA Records Retention Schedules
NPR 2810.1	Security of Information Technology
NPR 5100.4	Federal Acquisition Regulation Supplement (NASA/FAR Supplement)
NPR 8621.1	NASA Procedures and Guidelines for Mishap Reporting, Investigating, and Recordkeeping
NPR 8715.3	NASA Safety Manual

MSFC Documentation

MPD 1280.1	Marshall Management Manual
MPD 1800.1	MSFC Smoking Policy
MPD 1840.1	MSFC Environmental Health Program

MPD 1840.2	MSFC Hearing Conservation Program
MPD 2210.1	Documentation Input and Output of the MSFC Documentation Repository
MPR 1040.3	MSFC Emergency Plan
MPR 1130.1	MSFC Implementation Planning Process
MPR 1130.2	MSFC Annual Report Process
MPR 1230.1	Center Budget Process
MPR 1380.2	Center Public Exhibits Guidance and Process
MPR 1440.2	MSFC Records Management Program
MPR 1800.1	Bloodborne Pathogens
MPR 1810.1	MSFC Occupational Medicine
MPR 1840.1	MSFC Confined Space Entries
MPR 1840.2	MSFC Hazardous Communication Program
MPR 1840.3	MSFC Hazardous Chemical in Laboratories Protection Program
MPR 2810.1	Security of Information Technology
MPR 3550.1	Delegation of Authority and Policy on Overtime
MPR 3600.2	Time and Attendance Process
MPR 8715.1	Marshall Safety, Health, and Environmental (SHE) Program
MPR 8870.1	MSFC Environmental Management Program
MPR 9710.1	Travel Process
MPR 9730.1	Travel Card Operating Procedures
MWI 8621.1	Close Call and Mishap Reporting and Investigation Program

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

MPR 1100.1	Marshall Space Flight Center Organizational Manual
MPR 1280.4	MSFC Corrective Action System
MPR 1280.5	MSFC Preventative Action System
MPR 1280.6	Internal Quality Audits
MPR 1410.1	Document and Data Control for Organizational Issuances
MPR 1600.1	MSFC Security Procedures and Guidelines
MPR 2190.1	MSFC Export Control Program
MPR 2500.1	Marshall Telecommunications Services
MPR 4000.2	Property Management
MPR 5000.1	Purchasing
MPR 6700.1	Motor Vehicle Fleet Operation
MWI 1280.2	MSFC Quality Comment System

MWI 1280.4	MSFC Quality System Deficiency Notification System
MWI 3410.1	Training
MWI 4200.1	Equipment Control
MWI 5000.1	Processing NRA's and CAN's
MWI 5100.1	Procurement Initiators Guide (PIG)
MWI 5115.1	Credit Card Operating Procedures
MWI 5115.2	Source Evaluation Board/Committee
MWI 8715.9	Safety Plan for Contractors
MWI 8715.11	Fire Protection

Organizational Issuances (OI's)

The following OI's are provided for information purposes only.

PS01-OWI-01	Maintenance of Procurement Work Instructions, Master List, Forms, and Formats
PS01-OWI-02	Training
PS01-OWI-05	Review and Execution of Procurement Documents
PS01-OWI-07	Noncompetitive Procurement Documentation
PS01-OWI-08	Vendor Sources and Past Performance Data
PS01-OWI-09	Preparation of Solicitations and Contracts
PS01-OWI-10	Negotiated Procurement Documentation
PS01-OWI-12	Contract Delegations
PS01-OWI-13	Transfer of Procurement Files to Close-Out
PS01-OWI-14	Procurement Process Reviews and Surveys
PS01-OWI-15	Simplified Acquisition Threshold (SATs), Procurement Process
ISO-RS23-3	Accounts Payable Process
ISO-RS30-3	Creating or Changing Accounting Resources System (ARS) Standard Reports

Additional information about the Integrated Financial Management Program (IFMP) can be found at <http://ifmp.nasa.gov>.

ATTACHMENT 6
INSTALLATION-PROVIDED PROPERTY AND SERVICES

Installation-Provided Property and Services

In addition to the property and services set forth in Clause G.3, "List of Installation-Accountable Property and Services," the Government will provide the following property and services to all on-site personnel under this order as necessary. These items include, but may not be limited to, the following:

- (1) Computer workstations (one seat license per person under MSFC's Outsourcing Desktop Initiative for NASA (ODIN) contract) and associated maintenance (general and specialized)
- (2) Document reproduction equipment
- (3) Application software
- (4) Government-Provided Property/Services currently being provided on the existing service contract as listed in the following property report (Provided as historical data for Solicitation purposes only. Property reports for the new order will be incorporated by reference).
- (5) One vehicle - Sedan

NOTE: GOVERNMENT FURNISHED PROPERTY WILL ONLY BE PROVIDED FOR WORK PERFORMED ONSITE AT MARSHALL SPACE FLIGHT CENTER.

Installation-Provided Property and Services Associated with PWS 3.0

RESERVED

Installation-Provided Property and Services Associated with PWS 4.0

Org. Code	NAS8-02061 Room Number	Location Monitor Nems #	Computer Equipment			Office Furniture				General Supplies	Additional Supplies	Work Area L x W
			Printer Nems #	CPU Nems #	Scanner Nems #	Desk/ W/S	Chairs	File Cabinets	Credenza			
PS10	4202/204	706093	N/A	607877	N/A	WS	2	4	N/A	YES	N/A	12'x9'x5"
PS10	4202/218	705222	N/A	606042	N/A	W/S	6	2	N/A	YES	Tab/BC	12'x9'x5"
PS10	4202/219B	710488	N/A	614503	N/A	WS	2	2	N/A	YES	CR/BC	12'x9'x5"
PS10	4202/B108	738404	N/A	637053		WS	3	6	N/A	YES	Tab/CR/SC	12'x9'
PS10	4202/204	708437	534252	610399	N/A	WS	2	2	N/A	YES	CR	12'x9'x5"
PS21	4203/3203	2117776 706162	N/A	607850	N/A	WS	3	1	N/A	YES	N/A	12'x9'x5"
PS21	4203/3203	710491	N/A	614308	N/A	WS	1	1	N/A	YES	N/A	12'x9'5"
PS21	4202/216	708996	N/A	611174	N/A	WS	1	0	N/A	YES	TW/Mail CBN	6'x5'
PS22	4712/A112	710705	N/A	614184	N/A	DESK	1	2	N/A	YES	N/A	12'x9'x5"
PS30	4202/216	708432	N/A	610341	N/A	WS	2	0	N/A	YES	Mail CBN	6'x5'
PS32	4250/36B	711334	N/A	615327	N/A	WS	2	1	N/A	Yes	N/A	10x10
PS32	4250/36D	706116	N/A	607870	N/A	WS	2	1	N/A	YES	CR/SC	7'x7'
PS33	4202/109	730452	N/A	636055	N/A	WS	2	1	N/A	YES		
PS40	4202/109	705652	N/A	614172	N/A	W/S	2	3	N/A	YES		
PS41	4203/3138	709148	N/A	614587	N/A	WS	2	1	N/A	YES		
PS51	NSSTC/1047	1725761	Xerox 3150	2130654	NA	WS	1	1	NA	Yes		
PS52	4610/2059	707588	N/A	609369	N/A	W/S	1	3	N/A	YES		
Tab= Table			TW= Typewriter									
CR= Coat Rack			BC= Bookcase									
SC= Supply Cabinet												

January 1996

NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS
ADMINISTRATION

(See Instructions on Reverse)

1. NOTICE NO.

A-2600743

MAIL TO:

Administrator
Wage and Hour Division
U.S. Department of Labor
Washington, DC 20210

2. Estimated solicitation date (use numerals)

New Contract

Month	Day	Year
05	31	2005

3. Estimated date bids or proposals to be opened or negotiations begun (use numerals)

Month	Day	Year
06	30	2005

4. Date contract performance to begin (use numerals)

Month	Day	Year
07	01	05

5. PLACE(S) OF PERFORMANCE

George C. Marshall Space Flight Center
Marshall Space Flight Center, AL 35812
Madison County

6. SERVICES TO BE PERFORMED (describe)

CODE: II
Acquisition and Business Support Services

7. INFORMATION ABOUT PERFORMANCE

A. Services now performed by a contractor
 B. Services now performed by Federal employees
 C. Services not presently being performed

8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE

a. Name and address of incumbent contractor

Eagle Systems & Services Inc.
6221 West Gore Boulevard
Lawton, Okalahoma 73505-5836

b. Number(s) of any wage determination(s) in incumbent's contract

1994-2008

c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). **Important:** Attach copies of current applicable collective bargaining agreements

N/A

RESPONSE TO NOTICE

(by Department of Labor)

A. The attached wage determination(s) listed below apply to procurement.1994 - 2008 (REV 23)B. As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.C. From information supplied, the Service Contract Act does not apply (see attached explanation).D. Notice returned for additional information (see attached explanation)Signed: Jamie R. Reynolds
(U.S. Department of Labor)12-12-2005
(Date)

9. OFFICIAL SUBMITTING NOTICE

SIGNED:

ORIGINAL SIGNED BY:

DATE

10/21/2005

TYPE OR PRINT NAME

Ketela K. Helton
Contracting Officer

TELEPHONE NO.

256-544-0989

10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT

AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.

National Aeronautics and Space Administration
George C. Marshall Space Flight Center
Attn: PS32 / Anne Lewis
Marshall Space Flight Center, AL 35812

**ATTACHMENT 7
WAGE DETERMINATION**

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

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

ORIGINAL SIGNED BY:
William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2007
Revision No.: 30
Date of Revision: 05/23/2005

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	10.60
01012 - Accounting Clerk II	12.77
01013 - Accounting Clerk III	14.62
01014 - Accounting Clerk IV	16.77
01030 - Court Reporter	17.16
01050 - Dispatcher, Motor Vehicle	15.10
01060 - Document Preparation Clerk	12.47
01070 - Messenger (Courier)	8.14
01090 - Duplicating Machine Operator	12.47
01110 - Film/Tape Librarian	10.72
01115 - General Clerk I	9.11
01116 - General Clerk II	10.25
01117 - General Clerk III	11.18
01118 - General Clerk IV	13.15
01120 - Housing Referral Assistant	17.51
01131 - Key Entry Operator I	10.29
01132 - Key Entry Operator II	12.26
01191 - Order Clerk I	10.22
01192 - Order Clerk II	13.88
01261 - Personnel Assistant (Employment) I	10.10
01262 - Personnel Assistant (Employment) II	13.31
01263 - Personnel Assistant (Employment) III	14.87
01264 - Personnel Assistant (Employment) IV	16.10
01270 - Production Control Clerk	16.82
01290 - Rental Clerk	10.72
01300 - Scheduler, Maintenance	15.32
01311 - Secretary I	15.32
01312 - Secretary II	17.16
01313 - Secretary III	19.14
01314 - Secretary IV	21.27
01315 - Secretary V	23.54
01320 - Service Order Dispatcher	12.80
01341 - Stenographer I	13.51
01342 - Stenographer II	15.32
01400 - Supply Technician	21.27
01420 - Survey Worker (Interviewer)	16.43
01460 - Switchboard Operator-Receptionist	10.37
01510 - Test Examiner	17.16

01520 - Test Proctor	17.16
01531 - Travel Clerk I	9.37
01532 - Travel Clerk II	9.92
01533 - Travel Clerk III	10.58
01611 - Word Processor I	12.27
01612 - Word Processor II	13.77
01613 - Word Processor III	15.39
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	13.06
03041 - Computer Operator I	13.22
03042 - Computer Operator II	17.17
03043 - Computer Operator III	18.39
03044 - Computer Operator IV	23.48
03045 - Computer Operator V	26.39
03071 - Computer Programmer I (1)	19.93
03072 - Computer Programmer II (1)	23.89
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.22
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.50
05010 - Automotive Glass Installer	15.94
05040 - Automotive Worker	15.94
05070 - Electrician, Automotive	16.73
05100 - Mobile Equipment Servicer	14.45
05130 - Motor Equipment Metal Mechanic	17.50
05160 - Motor Equipment Metal Worker	15.94
05190 - Motor Vehicle Mechanic	15.98
05220 - Motor Vehicle Mechanic Helper	12.52
05250 - Motor Vehicle Upholstery Worker	15.22
05280 - Motor Vehicle Wrecker	15.94
05310 - Painter, Automotive	15.28
05340 - Radiator Repair Specialist	15.94
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	17.50
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.09
07010 - Baker	10.84
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.57
07130 - Meat Cutter	12.41
07250 - Waiter/Waitress	6.82
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09070 - Furniture Refinisher	17.56
09100 - Furniture Refinisher Helper	14.41

09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56

11030 - General Services and Support Occupations

11030 - Cleaner, Vehicles	8.16
11060 - Elevator Operator	8.06
11090 - Gardener	12.11
11121 - House Keeping Aid I	7.13
11122 - House Keeping Aid II	8.62
11150 - Janitor	8.06
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	6.63
11270 - Pest Controller	12.10
11300 - Refuse Collector	10.21
11330 - Tractor Operator	12.08
11360 - Window Cleaner	8.24

12000 - Health Occupations

12020 - Dental Assistant	13.87
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.33
12071 - Licensed Practical Nurse I	12.46
12072 - Licensed Practical Nurse II	14.00
12073 - Licensed Practical Nurse III	15.68
12100 - Medical Assistant	9.81
12130 - Medical Laboratory Technician	13.21
12160 - Medical Record Clerk	11.28
12190 - Medical Record Technician	13.60
12221 - Nursing Assistant I	8.09
12222 - Nursing Assistant II	9.09
12223 - Nursing Assistant III	9.92
12224 - Nursing Assistant IV	11.13
12250 - Pharmacy Technician	12.24
12280 - Phlebotomist	11.89
12311 - Registered Nurse I	19.83
12312 - Registered Nurse II	24.27
12313 - Registered Nurse II, Specialist	24.27
12314 - Registered Nurse III	29.36
12315 - Registered Nurse III, Anesthetist	29.36
12316 - Registered Nurse IV	35.18

13000 - Information and Arts Occupations

13002 - Audiovisual Librarian	21.15
13011 - Exhibits Specialist I	17.77
13012 - Exhibits Specialist II	21.76
13013 - Exhibits Specialist III	26.45
13041 - Illustrator I	17.77
13042 - Illustrator II	21.76
13043 - Illustrator III	26.45
13047 - Librarian	20.75
13050 - Library Technician	14.67
13071 - Photographer I	13.58
13072 - Photographer II	15.68
13073 - Photographer III	18.78
13074 - Photographer IV	22.96
13075 - Photographer V	27.87

15000 - Laundry, Dry Cleaning, Pressing and Related Occupations

15010 - Assembler	7.13
15030 - Counter Attendant	7.13
15040 - Dry Cleaner	8.95
15070 - Finisher, Flatwork, Machine	7.13
15090 - Presser, Hand	7.13
15100 - Presser, Machine, Drycleaning	7.13
15130 - Presser, Machine, Shirts	7.13
15160 - Presser, Machine, Wearing Apparel, Laundry	7.51
15190 - Sewing Machine Operator	9.46
15220 - Tailor	9.89
15250 - Washer, Machine	7.73

19000 - Machine Tool Operation and Repair Occupations

19010 - Machine-Tool Operator (Toolroom)	19.44
19040 - Tool and Die Maker	23.71

21000 - Material Handling and Packing Occupations

21010 - Fuel Distribution System Operator	16.80
21020 - Material Coordinator	16.82
21030 - Material Expediter	16.82
21040 - Material Handling Laborer	10.29
21050 - Order Filler	10.87
21071 - Forklift Operator	14.82
21080 - Production Line Worker (Food Processing)	12.73
21100 - Shipping/Receiving Clerk	12.72
21130 - Shipping Packer	12.72
21140 - Store Worker I	10.15
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.77
21210 - Tools and Parts Attendant	14.82
21400 - Warehouse Specialist	14.00

23000 - Mechanics and Maintenance and Repair Occupations

23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	17.44
23050 - Aircraft Quality Control Inspector	24.45
23060 - Aircraft Servicer	19.34
23070 - Aircraft Worker	20.27
23100 - 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	22.67
23181 - Electronics Technician, Maintenance I	16.30
23182 - Electronics Technician, Maintenance II	25.55
23183 - Electronics Technician, Maintenance III	26.62
23260 - Fabric Worker	16.54
23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72
23340 - Fuel Distribution System Mechanic	18.79
23370 - General Maintenance Worker	16.43
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.38
23430 - Heavy Equipment Mechanic	18.38
23440 - Heavy Equipment Operator	17.87

23460 - Instrument Mechanic	18.79
23470 - Laborer	10.30
23500 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	16.92
23580 - Maintenance Trades Helper	14.41
23640 - Millwright	18.79
23700 - Office Appliance Repairer	18.04
23740 - Painter, Aircraft	17.56
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	18.59
23800 - Plumber, Maintenance	17.76
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
23930 - Telecommunication Mechanic I	18.38
23931 - Telecommunication Mechanic II	20.21
23950 - Telephone Lineman	18.38
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.79
23970 - Woodcraft Worker	18.79
23980 - Woodworker	16.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.07
24580 - Child Care Center Clerk	8.83
24600 - Chore Aid	6.95
24630 - Homemaker	11.20
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.86
25040 - Sewage Plant Operator	17.87
25070 - Stationary Engineer	18.86
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	17.56
27000 - Protective Service Occupations	
(not set) - Police Officer	16.91
27004 - Alarm Monitor	11.83
27006 - Corrections Officer	14.08
27010 - Court Security Officer	14.49
27040 - Detention Officer	14.08
27070 - Firefighter	11.64
27101 - Guard I	9.95
27102 - Guard II	12.55
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.78
28020 - Hatch Tender	15.78
28030 - Line Handler	15.78
28040 - Stevedore I	12.83
28050 - Stevedore II	15.54

29000 - Technical Occupations

21150 - Graphic Artist	19.60
29010 - Air Traffic Control Specialist, Center (2)	31.69
29011 - Air Traffic Control Specialist, Station (2)	21.85
29012 - Air Traffic Control Specialist, Terminal (2)	24.07
29023 - Archeological Technician I	15.69
29024 - Archeological Technician II	17.56
29025 - Archeological Technician III	21.76
29030 - Cartographic Technician	22.32
29035 - Computer Based Training (CBT) Specialist/ Instructor	30.38
29040 - Civil Engineering Technician	20.75
29061 - Drafter I	13.99
29062 - Drafter II	15.69
29063 - Drafter III	17.77
29064 - Drafter IV	21.76
29081 - Engineering Technician I	12.79
29082 - Engineering Technician II	15.89
29083 - Engineering Technician III	19.09
29084 - Engineering Technician IV	26.34
29085 - Engineering Technician V	30.74
29086 - Engineering Technician VI	37.17
29090 - Environmental Technician	20.17
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	20.67
29210 - Laboratory Technician	16.70
29240 - Mathematical Technician	23.77
29361 - Paralegal/Legal Assistant I	14.55
29362 - Paralegal/Legal Assistant II	18.40
29363 - Paralegal/Legal Assistant III	22.45
29364 - Paralegal/Legal Assistant IV	27.17
29390 - Photooptics Technician	22.75
29480 - Technical Writer	23.07
29491 - Unexploded Ordnance (UXO) Technician I	20.14
29492 - Unexploded Ordnance (UXO) Technician II	24.37
29493 - Unexploded Ordnance (UXO) Technician III	29.21
29494 - Unexploded (UXO) Safety Escort	20.14
29495 - Unexploded (UXO) Sweep Personnel	20.14
29620 - Weather Observer, Senior (3)	18.79
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.39
29622 - Weather Observer, Upper Air (3)	18.39

31000 - Transportation/ Mobile Equipment Operation Occupations

31030 - Bus Driver	12.67
31260 - Parking and Lot Attendant	8.86
31290 - Shuttle Bus Driver	11.97
31300 - Taxi Driver	9.91
31361 - Truckdriver, Light Truck	12.67
31362 - Truckdriver, Medium Truck	15.61
31363 - Truckdriver, Heavy Truck	16.26
31364 - Truckdriver, Tractor-Trailer	16.26

99000 - Miscellaneous Occupations

99020 - Animal Caretaker	7.48
99030 - Cashier	8.30
99041 - Carnival Equipment Operator	8.93
99042 - Carnival Equipment Repairer	9.38

99043 - Carnival Worker	7.40
99050 - Desk Clerk	6.90
99095 - Embalmer	20.14
99300 - Lifeguard	10.58
99310 - Mortician	20.14
99350 - Park Attendant (Aide)	13.29
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.58
99500 - Recreation Specialist	11.14
99510 - Recycling Worker	12.22
99610 - Sales Clerk	10.08
99620 - School Crossing Guard (Crosswalk Attendant)	9.47
99630 - Sport Official	10.58
99658 - Survey Party Chief (Chief of Party)	13.77
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.61
99660 - Surveying Aide	8.48
99690 - Swimming Pool Operator	12.94
99720 - Vending Machine Attendant	11.29
99730 - Vending Machine Repairer	12.94
99740 - Vending Machine Repairer Helper	11.29

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month.

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the

wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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