

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO.

000022

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

MSFC

7. ADMINISTERED BY (If other than Item 6)

CODE

MSFC

NASA/Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center AL 35812

NASA/Marshall Space Flight Center
Marshall Space Flight Center AL 35812

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SVERDRUP TECHNOLOGY INC
Attn: James Shelton
600 WILLIAM NORTHERN BLVD
TULLAHOMA TN 37388-4729

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNM05AB50C

10B. DATED (SEE ITEM 11)

09/28/2005

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X Mutual Agreement of the Parties and Changes Clause

E. IMPORTANT: Contractor is not. is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Sherry K Davidson

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

12/01/2006

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION					Total	Total
	Estimated	Potential	Potential	Estimated	Max Potential	Earned	Max Potential	Earned	Contract	Funding
	Cost	Perf. Fee	Award Fee	Cost	Performance Fee	Performance Fee	Award Fee	Award Fee	Value	Allotted
Previous	\$76,788,840	\$4,268,805	\$2,845,870	\$23,211,160	\$0	\$ 778,175	\$0	\$531,965	\$24,521,300	\$114,903,277
This Mod	58,806,256	3,844,416	2,562,944	41,193,744	1,255,584	0	837,056	0	43,286,384	0
New Total	\$135,595,096	\$8,113,221	\$5,408,814	\$64,404,904	\$1,255,584	\$ 778,175	\$837,056	\$531,965	\$67,807,684	\$114,903,277

Description of Modification

1. The purpose of this modification is to modify the contract to incorporate the following contract clauses and revised DRD listing pursuant to the Changes clause and Mutual Agreement: update Clause B-2, Estimated Cost, Performance and Award Fee, to provide additional information for the Summation of Task Orders for Base Year, period 2 04/01/2006 – 09/29/2006; revise Clause B.6 Evaluation of Performance Fee to revise the Contractor’s performance evaluation for the Option years from every six (6) months to every twelve (12) months. Add clauses H.4 Managing Atlas Environments/Rights to Equitable Adjustment, H.5 Existing Property Owned by Subcontractor/Liability and Risk of Loss, I.4 1852.204-76 Security Requirements for Unclassified Information Technology Resources, November 2004 Deviation, I.12 1852.245-75 Title of Equipment and I.14 52.204-9 Personal Identity Verification of Contractor Personnel (deleting reference clause and incorporating the clause in full text). Replace Attachment J-2, Data Procurement Document dated August 18, 2004 with a revised Attachment J-2 dated November 22, 2006. The revised Attachment J-2 deletes DRD 1061CD-002 (On-Site Employee Location Listing) and replaces it with 1061MA-008 (Badged Employee and Remote IT User Listing); adds DRDs 1061MA-009, (Contractor Employee Clearance Document) and 1061MA-010, (Position Risk Designation for Non-NASA Employees Form); and updates the following Org. Codes (From – To): IS02 – IS10; ED02 – ED03; NP40 – VP51; AD41 – AS41; AD10 – AS10; RS40 – CS40
 - a. Clause B.2, ESTIMATED COST, PERFORMANCE FEE, AND AWARD FEE shown in Mod 18 is hereby deleted in its entirety and the revised Clause B.2, shown on the enclosed replacement page B-2 (Mod 22), is substituted in lieu thereof.
 - b. Clause B.6 EVALUATION OF PERFORMANCE FEE shown in the Basic contract is hereby deleted in its entirety and the revised Clause B.6, shown on the enclosed replacement page B-5 (Mod 22), is substituted in lieu thereof.
 - c. Clause H.4 MANAGING ATLAS ENVIRONMENTS/RIGHTS TO EQUITABLE ADJUSTMENT an addition to page H-3 (Basic) in the contract, shown in the enclosed replacement pages H-3 (Mod 22), is substituted in lieu thereof
 - d. Clause H.5 EXISTING PROPERTY OWNED BY SUBCONTRACTOR/LIABILITY AND RISK OF LOSS an addition to page H-3 (Basic) in the contract, shown in the enclosed replacement pages H-3 thru H-4 (Mod 22), is substituted in lieu thereof

- e. Clause I.4 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES, NOVEMBER 2004 (DEVIATION) shown in the Basic contract is hereby deleted in its entirety and the revised Clause I.4, shown in the enclosed replacement page I-5 thru I-8 (Mod 22), is substituted in lieu thereof
 - f. Clause I.12 1852.245-75 TITLE OF EQUIPMENT an addition to page I-16 thru I-17 (Mod 13) in the contract, shown in the enclosed replacement pages I-16 thru I-17 (Mod 22), is substituted in lieu thereof
 - g. Clause I.14 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL an addition to page I-18 thru I-21 (Mod 13) in the contract, shown in the enclosed replacement pages I-18 thru I-21 (Mod 22), is substituted in lieu thereof
 - h. 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL listed by reference, shown on page I-1 (Mod 15) is hereby deleted in its entirety and the revised page I-1 (Mod 22), is substituted in lieu thereof
 - i. Attachment J-2, DATA PROCUREMENT DOCUMENT of the basic contract dated 8/18/2005 is hereby deleted in its entirety and the enclosed revised DATA PROCUREMENT DOCUMENT, Revision A, shown on enclosed replacement pages J-2-1 thru J-2-31 (Mod 22), is substituted in lieu
2. In order to reflect the changes resulting from this modification, the page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the enclosed replacement page(s) across from the revised area(s).

<u>Section</u>	<u>Page(s) Added</u>	<u>Page(s) Deleted</u>
B.2, ESTIMATED COST	B-2 (Mod 22)	B-2 (Mod 18)
B.6, EVALUATION OF PERF	B-5 thru B-6 (Mod 22)	B-5 thru B-6 (BASIC)
H.4, MANAGING ATLAS	H-3 (Mod 22)	H-3 (BASIC)
H.5, EXISTING PROPERTY	H-3 thru H-20 (Mod 22)	H-5 thru H-20 (Mod 15)
		H-3 thru H-4 (BASIC)
52.204-9, PERSONAL IDENT	I-1 (Mod 22)	I-1 (Mod 15)
I.4, 1852.204-76, SECURITY	I-5 thru I-8 (Mod 22)	I-5 thru I-8 (BASIC)
I.12, TITLE OF EQUIPMENT	I-16 thru I-18 (Mod 22)	I-16 thru I-18 (Mod 18)
I.14, 52.204-9 PERSONAL ID	I-18 thru I-28 (Mod 22)	I-18 thru I-28 (Mod 13)
ATTACHMENT J-2, DATA	J-2-1 thru J-2-31 (Mod 22)	J-2-1 thru J-2-31 (BASIC)

3. All other terms and conditions remain unchanged and in full force and effect.

B.2 ESTIMATED COST, PERFORMANCE FEE AND AWARD FEE

(a) The estimated cost of this contract is \$ See Below*. The maximum potential performance fee is \$ See Below*. The maximum potential award fee is \$ See Below*. Total estimated cost, maximum potential performance fee, and maximum potential award fee are \$ See Below*.

**In accordance with Clause H.5, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.*

(b) Task Order summation by contract year and evaluation period of estimated cost, maximum potential Performance Fee, total Performance Fee earned, maximum potential Award Fee and total Award Fee earned:

Summation of Task Orders

Contract	***	Maximum	Total	Maximum	Total	Total
Period	Total	Potential	Performance	Potential Award	Award	Task
<u>Covered</u>	<u>Estimated Cost</u>	<u>Fee (60%)</u>	<u>Fee Earned</u>	<u>Fee (40%)</u>	<u>Fee Earned</u>	<u>Order Value</u>
Base Year**						
10/15/2006 – 03/31/2006	\$23,211,160	\$0	\$778,175	\$0	\$531,965	\$24,521,300
04/01/2006 – 09/29/2006	\$41,193,744	\$1,255,584	\$0	\$837,056	\$0	\$43,286,384
Option 1****						
Fee Period 3						
Option 2****						
Fee Period 4						
Option 3****						
Fee Period 5						
Option 4****						
Fee Period 6						
TOTALS	\$64,404,904	\$1,255,584	\$778,175	\$837,056	\$531,965	\$67,807,684

** = 6 month evaluation periods
 *** = Includes cost associated with PWS 1.1.
 **** = 12 month evaluation periods

(End of clause)

B.5 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-90) (FEB 2001)

Pursuant to the clause entitled “Payment for Overtime Premiums,” the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.



(End of clause)

B.6 EVALUATION OF PERFORMANCE FEE

- (a) The Contractor can earn performance fee from a minimum of zero dollars to the maximum stated in Clause B.2 “Estimated Cost, Performance Fee, and Award Fee” in this contract. The potential performance fee will constitute 60% of the total fee pool (award and performance) for the contract.
- (b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months during the base year and every 12 months for the option years of the contract to determine the amount of performance fee earned by the Contractor during the period. The Government will determine the performance fee amounts based on the Contractor's performance in accordance with Attachment J-4, MSFC Performance Fee Evaluation Plan.
- (c) The Government will advise the Contractor in writing of the evaluation results. The MSFC Accounting Operations Office, or designated billing office, will make payment based on receipt of a modification to the contract, which incorporates the earned performance fee
- (d) After 85% of the potential performance fee has been paid, the Contracting Officer may direct the withholding of further payment of performance fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15% of the total potential performance fee.
- (e) The amount of performance fee that can be earned in each evaluation period is limited to the amounts set forth at Clause B-2. Performance fee, which is not earned in an evaluation period, cannot be reallocated for future evaluation periods.

- (f) (1) Provisional performance fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional performance fee payments will be made to the Contractor on a monthly basis. The total amount of performance fee available in an evaluation period that will be provisionally paid is the lesser of 50% of the maximum potential performance fee or the prior period's evaluation score.
- (2) Provisional performance fee payments will be superseded by the final performance fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.
- (3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional performance fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.
- (4) Provisional performance fee payments will be made prior to the first performance fee determination by the Government.

(End of Clause)

B.7 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

- (a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

General and Administrative (G & A) Rate Ceiling (b)(4)

- (b) It is mutually agreed that when indirect cost rate ceilings are specified in Paragraph (a), (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(End of Clause)

[END OF SECTION]

- (3) the task order shall be cancelled or modified to remove the conflict, and/or work identified in the task order;
 - (4) 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; or
 - (5) the Contractor may identify a subcontractor who can provide services consistent with the task order. The Contractor may enter into a subcontract and retain all contractual responsibilities except that the subcontractor technical reports shall be delivered directly to the Contracting Officer's Technical Representative and the Contracting Officer. This subcontract will not obviate the Contractor's responsibility for acceptable technical performance of the task order.
- (e) 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.2 "Limitation of Future Contracting".
- (f) The terms of this clause and application of this FAR Subpart to the contract are not subject to negotiation.
- (g) The Contractor shall include this clause in all subcontract(s).

(End of clause)

H.4 MANAGING ATLAS ENVIRONMENTS / RIGHTS TO EQUITABLE ADJUSTMENT

Managing the environments within the qualification levels of the Atlas system through management techniques (such as the selection of mounting locations, mounting methods, management of flight profiles, etc.) is critical to the success of the avionics system provided by the Subcontractor. It is understood and agreed that such management is not within the scope of the Subcontractor's work and is outside the Subcontractor's control. In the event the final environments selected are outside the existing Atlas qualification levels, in effect at the time of subcontract award, implementation of the revised requirements and any associated contract claim for equitable adjustment shall be subject to subcontract Section I.12 – Changes.

H.5 EXISTING PROPERTY OWNED BY SUBCONTRACTOR / LIABILITY AND RISK OF LOSS

(a) It is understood and agreed that the following items are property which is owned by the Subcontractor: the MVAN as well as certain EGSE items consisting of a battery simulator and associated cables, breakout boxes, and RF test instruments, cables, antenna hats, and other miscellaneous items. Neither the NASA/U.S. Government nor Jacobs Sverdrup shall have any license, right to use, or any other interest whatsoever in such items.

(b) It is understood and agreed that NASA/U.S. Government and Jacobs Sverdrup's liability is for the cost of repair or replacement, or the fair market value of such property should such property be damaged or destroyed. NASA/U.S. Government and Jacobs Sverdrup further agrees to assume the risk of loss of such property and be liable for damages to, or loss of, such property as a result of the performance of this Contract, including performance by NASA/U.S. Government, Jacobs Sverdrup, or NASA/U.S. Government's contractors or subcontractors.

(c) In the event such damage or destruction is caused by an Act of God, Force Majeure, war, riots, civil insurrection, acts of the public enemy, acts of civil or military authority, and which are beyond the reasonable control of, and without any fault or responsibility on the part of the NASA/U.S. Government and Jacobs Sverdrup or NASA/U.S. Government's contractors or subcontractors, NASA/U.S. Government and Jacobs Sverdrup shall not assume the risk of loss of such property and shall not be liable for damages to, or loss of, or destruction of such property.

H.6 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996)

- (a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
 - (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
 - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
 - (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within 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.

(End of clause)

H.7 SUPPLEMENTAL TASK ORDERING PROCEDURES

- (a) This clause supplements the Task Ordering Procedure defined in H.4.
- (b) Work to be performed under this contract will be within the broad parameters of the PWS and more clearly defined in Task Orders (TOs) approved and issued at the WBS elements Level 3 or lower. An overview and flowchart of this process is provided at Attachment J-10.
- (c) When the Government issues a Task Order Request (TOR) in accordance with paragraph (d) of Clause H.4, the Contractor shall prepare as part of the Task Order Plan the Contractor's estimate of the labor hours, labor categories, indirect cost, and other direct costs required to perform the Task Order requirements. In preparing the estimate, it is mutually agreed and understood that the Contractor or its Subcontractor(s) shall use the labor categories and the lower of the Contractor's/Subcontractor's actual rates or the Not-to-Exceed (NTE) rates set forth in Attachment J-9. It is further agreed and understood that the maximum available performance and award fees, equating to a percentage, set forth in Attachment J-9

shall be used by the Contractor to calculate the Maximum Potential Performance and Award Fee dollars for each Task Order.

- (d) Each TO will include the period covered, estimated cost and maximum potential fees. At the end of each semi-annual award and performance fee evaluation period, the current evaluation period values (estimated cost and maximum potential fees) of all task orders that were active during that evaluation period will be summed and the resulting total value summation will be used as the maximum potential performance and award fee values for that evaluation period. A reconciling unilateral modification to the contract will be issued semiannually revising Clause B.2, Estimated Cost, Performance Fee and Award Fee, to reflect the summation of the current total task order values.
- (e) A summation of estimated and actual TO costs for each WBS element Level 2 (except WBS element 1.1 which is already included in TO values) shall be tracked by the Contractor in accordance with J-1, Paragraph 1.1.4., Task Management.
- (f) All Task Orders will flow from the Task Order Initiator to the Task Order Monitor to the COTR to the CO. The assigned Task Order Monitor/COTR/CO will review and approve each TO and any revision thereto, with the CO having final TO approval authority. The Government will provide a list of personnel to be included in the routing of TOs. The Government retains the right to disapprove any Task Order Plans (TOPs) at the sole discretion of the Government.
- (g) The Contractor shall not begin work until the approved TO is received; however, in extreme emergency situations, the Contractor may be authorized by the CO to begin work immediately. The Contractor shall process the applicable TO within 5 calendar days of being notified of an emergency, and shall not incur costs exceeding \$5,000 during the 5 day period, unless an advance waiver is granted by the Contracting Officer. The Government and Contractor shall finalize the TO within 10 calendar days.
- (h) Approval of TOs does not relieve the Contractor of its obligation under the "Limitation of Funds" clause of the contract.

(End of Clause)

H.8 TASK ORDER COST INCREASE NOTIFICATION REQUIREMENTS

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

- (c) A proposal is required to support a request for an increase in the estimated cost of a task order. The proposal should be submitted as soon as possible after the above notification but no later than 30 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.
- (d) (1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:
- Incurred costs to date
 - Projected cost to completion
 - Total cost at completion
 - Current negotiated estimated cost
 - Requested increase in estimated cost
- (2) The “projected cost to completion” shall consist of the following “other than cost or pricing data” unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:
- (i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.
- (ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

H.9 INDEMNIFICATION FOR UNUSUALLY HAZARDOUS RISKS

a) The Government recognizes that the Contractor's approach to fulfill the requirements of this contract might involve conditions considered to constitute unusually hazardous risks resulting in potential third party liability exceeding insurance coverage the Contractor could reasonably be expected to purchase and maintain, considering the availability, cost, and terms and conditions of such insurance. In the event the Contractor believes such conditions exist and necessitate indemnification by the Government, the Contractor shall provide documentation and rationale adequate to substantiate processing of such requests in accordance with applicable laws and regulations. The Contractor shall furnish the information required in accordance with FAR 50.403-1 and NASA FAR Supplement 1850.403. Reference to these FAR and NASA FAR Supplement sections is not an indication that NASA has determined indemnification to be applicable. The Contractor's request for indemnification must explain under what authority NASA can provide indemnification for unusually hazardous risks associated with performance of the contract. In addition to identifying a sufficient legal basis for indemnification, the Contractor's request for indemnification also must substantiate a sufficient factual basis for indemnification by explaining specifically what work under the contract poses unusually hazardous risks.

b) The Government will consider a request for indemnification for unusually hazardous risks in accordance with the foregoing paragraph. In the event the Government denies the Contractor's

request for indemnification, the parties will enter into good faith negotiations to determine the appropriate course of action concerning potential third party liability.

(End of clause)

H.10 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.11 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

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

Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of Clause)

H.12 1852.225-70 EXPORT LICENSES (FEB 2000)

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at MSFC, AL or NASA Headquarters, Washington D.C., 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.

(ALTERNATE I) (FEB 2000)

- (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.13 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Personnel:	
(b)(4)	
Facility:	Jacobs 1100 North Glebe Road Suite 500 Arlington, VA 22201

(End of Clause)

H.14 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.15 MSFC 52.223-91 HAZARDOUS MATERIAL REPORTING (FEB 2001)

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

(End of Clause)

H.16 ACCESS TO CONFIDENTIAL INFORMATION

- (a) As used in this clause, "confidential 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. Performing these services may require access to confidential information that other companies have furnished to the Government in the course of providing supplies or services, or that the Government has generated.
- (c) In performing this contract, the Contractor agrees to—
 - (1) Utilize any confidential information coming into its possession only for the purposes of performing the services specified in this contract, and never to improve its own competitive position in another procurement.
 - (2) Safeguard confidential information coming into its possession from unauthorized use and disclosure.
 - (3) Allow access to confidential information only to those employees that need it to perform services under this contract.
 - (4) Preclude access and disclosure of confidential information to persons and entities outside of the Contractor's organization.

- (5) Train employees who may require access to confidential 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 confidential information to protect it from unauthorized use or disclosure and to utilize it only for the purposes of performing this contract.
- (7) Establish 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 Conflict of Interest Avoidance Plan, which the Contracting Officer has approved and incorporated into this contract.
- (e) The nature of the work on this contract may subject the Contractor and its employees 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.
- (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.17 RELEASE OF CONFIDENTIAL INFORMATION

- (a) As used in this clause, "confidential information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, may embody trade secrets or commercial or financial information, and that may be confidential or privileged.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the services of various contractors. To perform these services, contractors, as well as their subcontractors and their individual employees, may need access to confidential information submitted by the Contractor under this contract.
- (c) (1) The Contractor shall mark or otherwise identify any confidential information submitted in support of this proposal or in performing this contract. The

Contracting Officer will evaluate the Contractor's claim to have submitted ``confidential information," as defined above, in deciding whether NASA and its service contractors must protect and safeguard the information in accordance with the clause at 1852.237-72, Access to Confidential Information. Unless the Contracting Officer decides to challenge the Contractor's ``confidential information" marking, NASA and its service contractors and their employees shall apply all of the conditions and safeguards listed in the clause at 1852.237-72.

- (2) For information already in NASA's possession, the Contracting Officer shall attempt to identify the owner and afford that entity a reasonable opportunity to assert confidentiality in accordance with the principles and criteria delineated in the FAR. For purposes of asserting confidentiality, the parties may agree to use the procedures delineated in the clause at FAR 52.227-14 as a guide.
- (d) Any entity that receives access to confidential information needed to assist NASA in accomplishing management activities and administrative functions must be operating under a contract that contains the clause at 1852.237-72, Access to Confidential Information. This clause obligates the receiving entity to do the following:
- (1) Comply with all procedures and obligations specified in its contract, including the Organizational Conflict of Interest Avoidance Plan, which the Contracting Officer has approved and incorporated into its contract.
 - (2) Utilize any confidential information coming into its possession only for the purposes of performing the services specified in its contract.
 - (3) Safeguard confidential information coming into its possession from unauthorized use and disclosure.
 - (4) Allow access to confidential information only to those employees that need it to perform services under its contract.
 - (5) Preclude access and disclosure of confidential information to persons and entities outside of the contractor's organization.
 - (6) Train employees who may require access to confidential 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 confidential information to protect it from unauthorized use or disclosure and to utilize it only for the purposes of performing the contract.
 - (8) Establish 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 receiving entity will have primary operational responsibility for an information technology system for NASA that contains confidential information, the entity's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the receiving entity to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Receiving entity personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for all. The Contracting Officer may allow the receiving entity to conduct its own screening, provided this entity 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 confidential information.

(End of clause)

H.18 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES OF FOREIGN CONTRACTORS

- (a) An employee of a domestic Marshall Space Flight Center (MSFC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the MSFC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign MSFC contractor/subcontractor may not be admitted to the MSFC site without special arrangements. For employees as described above, advance notice must be given to the MSFC Protective Services Office at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.
- (b) All visit/badge requests for persons described in (a) above must be entered in the NASA Request for Request (RFR) and Foreign National Management System (NFMMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a MSFC badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with MSFC security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into MSFC until a completed RFR has been approved and processed through the NFMMS. 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 contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by MSFC or any other Center to be visited

(End of Clause)

H.19 SAFETY PERFORMANCE EVALUATION

- 1. Contractor Responsibility.** The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program within the term of the contract. The Contractor will ensure that the requirements of the MSFC approved Contractor's Safety and Health Plan and applicable Data Requirement Documents (1061SA-001, 1061SA-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/COTR, 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.
- 2. Evaluation Criteria.** Contractor self-evaluation and Government validation will be based on the applicable elements and sub-elements of the MSFC safety program shown below. Specific criteria are shown on Attachment J-14 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	

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

- Level I** – Annual rating score of ≥ 36 based on the average of the quarterly assessment scores, and a lost-Time 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

Formal Letter of Commendation

Will impact contract evaluation and past

(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. *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.

- 4. Contractor Accountability for Mishaps.** The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.
- 5. Evaluation Process.** The evaluation process will be based on the major elements and their sub-elements cited in Paragraph 2. The evaluation process will include these steps:
 - Contractor to conduct quarterly self-assessment and assign numerical score to each element.
 - Contractor self-assessments will address compliance with their approved Safety and Health Plan.
 - Contractor to have self-assessment validated by CO/ COTR and S&MA Directorate.

- On an annual basis, the Contracting Officer will apply contract incentives/recognition or consequences based on the average quarterly scores. The Contracting Officer will make a determination on a quarterly basis for items requested in paragraph 6 that are not reported. (Also, see paragraph 7 below.)

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

- 6. 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 (NPG 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.

- 7. Failure to Report.** If the Contractor fails to report the items in paragraph 6 above in accordance with this contract, an amount of \$1,000 will be deducted for each occurrence of failure to report the required data.

(End of Clause)

[END OF SECTION]

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

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

NASA FAR Supplement clauses:

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

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

PART A: Federal Acquisition Regulation (48 CFR Chapter 1)

<u>Number</u>	<u>Clause Title</u>	<u>Date</u>
52.202-1	Definitions	Jul 2004
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-7	Anti-Kickback Procedures	Jul 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2003
52.204-2	Security Requirements	Aug 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-7	Central Contract Registration	Oct 2003
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2006
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-2	Audit and Records – Negotiation	Jun 1999
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997
52.215-9	Changes or Additions to Make-or-Buy Program	Oct 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data Modifications	Oct 1997
52.215-13	Subcontractor Cost or Pricing Data – Modifications	Oct 1997

I.2 MSFC 52.252-90 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (FEB 2001)

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

(End of Clause)

I.3 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of “Secret”. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J-12.

(End of Clause)

I.4 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NOVEMBER 2004 [(DEVIATION)])

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

(b) IT Security Requirements.

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

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements ([NPR](#) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any

additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

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

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

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center and the NASA Security Operations Center.

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

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

(6) The Contractor shall ensure that all individuals who perform tasks as a system administrator, or have authority to perform tasks normally performed by a system administrator, demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services, network services, files storage, and/or web services, to someone else other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.

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

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

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

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

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

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

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

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

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

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

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

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

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

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

(f) The Contractor shall insert this clause, including this paragraph (f), in all subcontracts when the subcontractor is required to –

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of clause)

I.5 1852.215-84 OMBUDSMAN (OCT 2003)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the pre-award and post-award phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation 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 202-358-0445, facsimile 202-358-3083, e-mail, james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(ALTERNATE I) (JUN 2000)

(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)

- (c) Any ECP submitted to the Contracting Officer shall include a "not-to-exceed" increase or decrease adjustment amount, if any, and the required *period of performance* adjustment, if any, acceptable to the originator of the ECP. If the change is originated within the Government, the Contracting Officer shall obtain a written agreement with the contractor regarding the "not-to-exceed" *estimated cost* and *period of performance* adjustments, if any, prior to issuing an order for implementation of the change.
- (d) After submission of a contractor initiated ECP, the contracting officer may require the contractor to submit the following information:
 - (1) Cost or pricing data in accordance with FAR 15.403-5 if the proposed change meets the criteria for its submission under FAR 15.403-4; or
 - (2) Information other than cost or pricing data adequate for contracting officer determination of price reasonableness or cost realism. The contracting officer reserves the right to request additional information if that provided by the contractor is considered inadequate for that purpose. If the contractor claims applicability of one of the exceptions to submission of cost or pricing data, it shall cite the exception and provide rationale for its applicability.
- (e) If the ECP is initiated by NASA, the contracting officer shall specify the cost information requirements, if any.

(ALTERNATE I) (JUL 1997)

As prescribed in 1843.205-70(a)(2), add the following paragraph (f), modified to suit contract type, to the basic clause:

- (f) If the *estimated cost* adjustment proposed for any Contractor-originated ECP is \$500,000 or less, the ECP shall be executed with no adjustment to the contract *estimated cost*.

(ALTERNATE II) (SEP 1990)

As prescribed in 1843.205-70(a)(3), add the following sentence at the end of paragraph (c) of the basic clause:

An ECP accepted in accordance with the Changes clause of this contract shall not be considered an authorization to the Contractor to exceed the estimated cost in the contract Schedule, unless the estimated cost is increased by the change order or other contract modification.

(End of Clause)

I.12 1852.245-75 TITLE OF EQUIPMENT (MAR 1989)

- (a) In accordance with the FAR 52.245 Government property clause of this contract, title to equipment and other tangible personal property acquired by the Contractor with funds provided

for conducting research under this contract and having an acquisition cost less than \$ 5,000 shall vest in the Contractor upon acquisition, provided that the Contractor has complied with the requirements of the FAR 52.245 Government property clause.

(b) Upon completion or termination of this contract, the Contractor shall submit to the Contracting Officer a list of all equipment with an acquisition cost of \$ 5,000 or more acquired under the contract during the contract period. The list shall include a description, manufacturer and model number, date acquired, cost, and condition information, and shall be submitted within 30 calendar days after completion or termination of the contract, in accordance with Federal Acquisition Regulation subsection 45.606-5.

(c) Title to the property specified in paragraph (b) of this clause vests in the Contractor, but the Government retains the right to direct transfer of title to property specified in paragraph (b) of this clause to the Government or to a third party within 180 calendar days after completion or termination of the contract. Such transfer shall not be the basis for any claim by the Contractor.

(d) Title to all Government-furnished property remains vested with the Government (see the FAR 52.245 Government property clause).

(e) Title to the contractor-acquired property listed below shall vest with the Government.

“TBD”

(f) This subcontract value does not include any consideration for the removal of the equipment listed below from the MVAN.

- i. 2 (two) communications equipment racks to be installed in the MVAN
- ii. Individual chassis of communications equipment to be installed into existing Subcontractor communications racks in the ASOC
- iii. The communications equipment to be installed in the existing ASOC communications racks in connection with the LCC command consoles for the firing room.

At contract completion, an equitable adjustment will be made to remove this equipment or to disposition the equipment as abandoned in place and any associated contract claim for equitable adjustment shall be subject to subcontract Section I.12 – Changes.

(End of Clause)

I.13 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

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

(End of Clause)

I.14 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

(End of clause)

Enclosure to PIC 06-01

PIV Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel

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

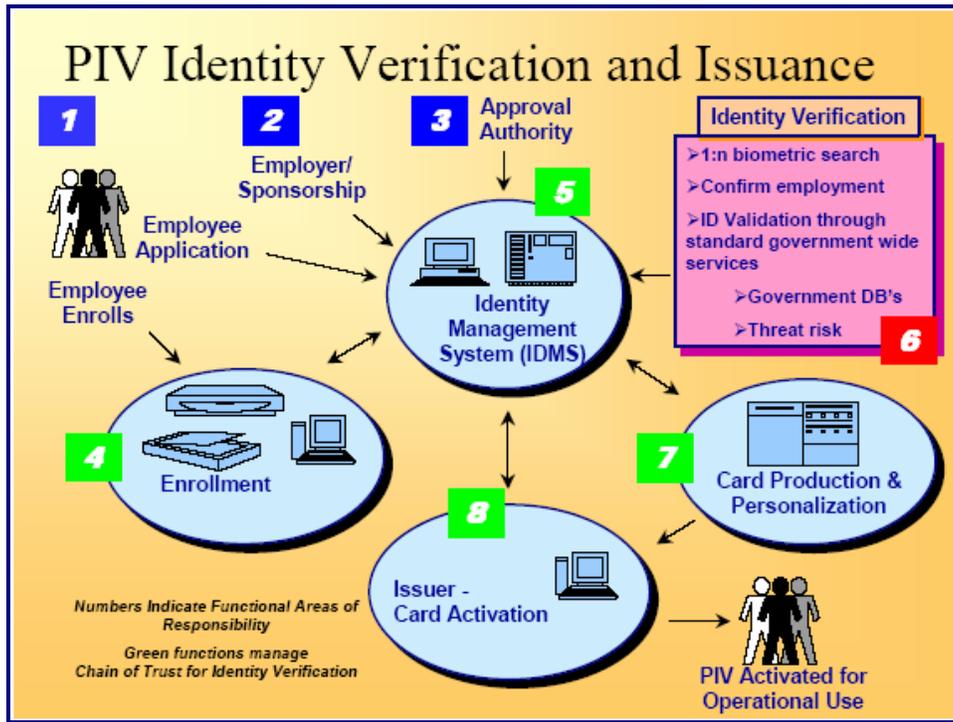


Figure A-1, FIPS 201, Appendix A

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

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

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

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

Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal¹ or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by

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

the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:

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

Step 4:

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

Step 5:

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

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

Step 6:

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

Step 7:

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

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

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new

PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

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

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

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

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

I.15 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I.16 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 15, 2005 through October 14, 2010, if options are exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.17 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor --
 - (1) Any order for a single item in excess of **\$100,000,000.00**;

- (2) Any order for a combination of items in excess of **\$100,000,000.00**; or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.18 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **October 14, 2011**.

(End of Clause)

I.19 52.222.42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

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

A. Classification, Grades and Rates

Employee Class	Grade	Monetary Wage-Fringe Benefits Hr/Rate
Engineering Technician II	GS-04	\$11.88
Engineering Technician III	GS-05	\$13.29
Engineering Technician IV	GS-07	\$16.47
Engineering Technician V	GS-09	\$20.14
Engineering Technician VI	GS-11	\$24.37

(End of Clause)

I.20 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

- (a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 micro curies per gram or the activity per item equals or exceeds 0.01 micro curies. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).
- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-
- (1) Be submitted in writing;

- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
 - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 micro curies per gram or activity per item equals or exceeds 0.01 micro curies, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.
(End of Clause)

I.21 RESERVED

I.22 52.244-2 SUBCONTRACTS (ALTERNATE I) (MAR 2005)

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

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

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

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

- (b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.
- (c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d)(or (e) or this clause.
- (d) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--
 - (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

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

“ALL INDIVIDUAL SUBCONTRACTS WITH AN ESTIMATED VALUE GREATER THAN \$500,000.00”

- (f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:
- (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) The proposed subcontract price.
 - (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
 - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting --
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;

- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) Unless the Contractor maintains an approved purchasing system, the Contractor shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

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

(a) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

None.

(End of Clause)

[END OF SECTION]

DATA PROCUREMENT DOC.
NO. ISSUE
1061 **Revision A**

NNM05AB50C

CONTRACT/RFP

EXHIBIT NUMBER

J-2

ATTACHMENT NUMBER

ENGINEERING, SCIENCE, AND TECHNICAL SERVICES

PROJECT/SYSTEM

DATA PROCUREMENT DOCUMENT

Jacobs Sverdrup

CONTRACTOR

November 22, 2006

DATE

National Aeronautics and
Space Administration

DOCUMENT CHANGE LOG

NO. ISSUE
1061 Revision A

INCORPORATED REVISIONS
OUTSTANDING REVISIONS

AS OF:
11-22-06

SUPERSEDING:
08-18-05

PAGE:

AUTHORITY	PORTION AFFECTED - PAGE NO./NO.				REMARKS	
Contract Mod. 22	INTRO	SGR	DRL	DRD	Deleted – replaced by 1061MA-008 Added the following DRDs: 1061MA-008, Badged Employee and Remote IT User Listing; 1061MA-009, Contractor Employee Clearance Document; 1061MA-010, Position Risk Designation for Non-NASA Employees Form Updated the following Org. Codes (From – To): IS02 – IS10; ED02 – ED03; NP40 – VP51; AD41 – AS41; AD10 – AS10; RS40 – CS40	
			X	1061CD-002		
			X	X		
		X	X			

National Aeronautics and Space Administration			DATA PROCUREMENT DOC.		
PAGE REVISION LOG			NO.	ISSUE	
			1061	Revision A	
NOTE: The current revision is denoted by a vertical line in the outer margin adjacent to the affected text.		AS OF:	SUPERSEDING:		PAGE:
		11-22-06	08-18-05		
INSERT LATEST REVISED PAGES.			DISCARD SUPERSEDED PAGES.		
ITEM	PAGE	STATUS	ITEM	PAGE	STATUS
DPD	All	Revision A			

MSFC - Form 3461-2 (Rev August 1970)

INTRODUCTION/STATEMENT OF GENERAL REQUIREMENTS

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 contract and do not require NASA approval. However, to be a satisfactory delivery, the data shall satisfy all applicable contractual requirements and be submitted on time.
4	These data are produced or used during performance of the contract and are retained by the contractor. They shall be delivered only when NASA requests in writing and shall be delivered in accordance with the instructions in the request. The contractor shall maintain a list of these data and shall furnish copies of the list to NASA when requested to do so.
5	These data are incidental to contract performance and are retained by the contractor in those cases where contracting parties have agreed that formal delivery is not required. However, the Contracting Officer or the Contracting Officer's Representative shall have access to and can inspect this data at its location in the contractor's or subcontractor's facilities, or in an electronic database accessible to the Government.
*	Note: Type 1 and Type 2 data may be placed under NASA configuration management control when designated by NASA. CM control requires the contractor to submit Type 1 and Type 2 data updates through Engineering Change Proposals (ECPs).
**	Note: This time limit may be tailored for individual DPD's to meet the requirements of the procuring activity.
***	Note: If the contractor does not identify a release target date or if the intended release date is shorter than 45 calendar days from the date of submission, the 45 calendar days review cycle stands (or the tailored Type 2 time limitation for the specific procurement).

2.0 STATEMENT OF GENERAL REQUIREMENTS

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

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

2.2 Subcontractor Data Requirements

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

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

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

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

2.3.2 Format

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

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

2.3.3 Data Restriction Marking

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

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

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

International Traffic in Arms Regulations (ITAR) Notice

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

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

Export Administration Regulations (EAR) Notice

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

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

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

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

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

2.3.4 Transmittal

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

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

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

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

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

3.0 DPD MAINTENANCE PROCEDURES

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

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

3.3 DPD Change Procedures

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

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

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

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

3.4 DPD Reissues

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

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

Engineering, Science, and Technical Services
Data Requirements List

<u>DRD</u>	<u>DATA TYPE</u>	<u>TITLE</u>	<u>OPR</u>
CD – Contractual Data			
1061CD-001	2	Information Technology Security Plan	IS10
1061CD-002	3	On-site Employee Location Listing	ED03
1061CD-003	3	Technology Reports	ED03
LS – Logistics Management			
1061LS-001	2	Government Property Management Plan	AS41
MA – Management			
1061MA-001	1	Management Plan	ED03/VP51
1061MA-002	3	Activity Reports	ED03/VP51
1061MA-003	3	Financial Management Report (533M)	CS40/ED03
1061MA-004	3	Funding Analysis Report	ED03
1061MA-005	3	Financial Summary Report	ED03
1061MA-006	3	Weekly Contract Status Briefing	ED03
1061MA-007	3	Task Order (TO) Cost Summary Report	ED03
1061MA-008	3	Badged Employee and Remote IT User Listing	AS50
1061MA-009	3	Contractor Employee Clearance Document	AS50
1061MA-010	3	Position Risk Designation for Non-NASA Employee Form	AS50
SA – Safety			
1061SA-001	2	Safety, Health, and Environmental (SHE) Plan	AS10/QD50
1061SA-002	3	Mishap and Safety Statistics Reports	QD50

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | | |
|-------------------------|--------------------------|--------------------------------------|
| 1. DPD NO.: 1061 | ISSUE: Revision A | 2. DRD NO.: 1061CD-001 |
| 3. DATA TYPE: 2 | | 4. DATE REVISED: 11-22-06 |
| | | 5. PAGE: 1/1 |
6. **TITLE:** Information Technology Security Plan
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:** IS10 9. **DM:** ED03
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** 45 days after contract award
12. **SUBMISSION FREQUENCY:** Revise as required
13. **REMARKS:** The information technology security plan 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 contract 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 1.1.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** Information Technology Security Plan 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 *Security Requirements for Unclassified Information Technology Resources*
- 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.
- 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.
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1061 **ISSUE:** Revision A
2. **DRD NO.:** **1061CD-003**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 11-22-06
5. **PAGE:** 1/3
6. **TITLE:** Technology Reports
7. **DESCRIPTION/USE:** Provides NASA with technical information concerning any invention, discovery, improvement, or innovation made by a contractor in the performance of work under this contract for the purpose of disseminating this information to obtain increased use. The report shall also provide NASA with data to review for possible patentable items.
8. **OPR:** ED03 9. **DM:** ED03
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:**
Technology Reporting Plan: Upon Contracting Officer's request.
Disclosure of Invention and New Technology (NASA Form 1679): Within 2 months of identification of reportable item.
Interim NASA-MSFC Technology Report (NASA Form c3041 or c3042): 12 months from the date of the contract.
12. **SUBMISSION FREQUENCY:**
Technology Reporting Plan: Upon Contracting Officer's request.
Disclosure of Invention and New Technology (NASA Form 1679): For each reportable item.
Interim NASA-MSFC Technology Report (NASA Form c3041 or c3042): Every 12 months.
Final NASA-MSFC Technology Report (NASA Form c3041 or c3042): Three months after completion of contracted work.
13. **REMARKS:** Copies of NASA Forms 1679, c3041 and c3042 may be obtained at: <http://technology.grc.nasa.gov/forms/msfc/msfc.htm>. These forms may also be obtained from the New Technology Representative (<mailto:Carolyn.E.McMillan@nasa.gov>). NASA Form 1679 may be filled out electronically at: <http://invention.nasa.gov/>.
14. **INTERRELATIONSHIP:** PWS paragraph 1.1.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Technology Reports include technical detail as is necessary to identify and fully describe a "Reportable Item". Per NFS 1852.227-70, "Reportable Item" means any invention, discovery, improvement, or innovation of the contractor, whether or not the same is or may be patentable or otherwise protect able under Title 35 of the United States Code, conceived or first actually reduced to practice in the performance of any work under this contract or in the performance of any work that is reimbursable under any clause in this contract providing for reimbursement of costs incurred prior to the effective date of this contract.
- 15.2 **APPLICABLE DOCUMENTS**
NFS 1852.227-70 New Technology Clause

DRD Continuation Sheet

TITLE: Technology Reports

DRD NO.: 1061CD-003

DATA TYPE: 3

PAGE: 2/3

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

15.3 **CONTENTS:** The Technology Reports consist of:

- a. Disclosure of Invention and New Technology (Including Software): In accordance with NFS 1852.227-70 (e)(2), the disclosure to the agency shall be in the form of a written report and shall identify the contract under which the reportable item was made and the inventor(s) or innovator(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the reportable item. The disclosure shall also identify any publication, on sale, or public use of any subject invention and whether a manuscript describing such invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor shall promptly notify the agency of the acceptance of any manuscript describing a subject invention for publication or of any on sale or public use planned by the Contractor for such invention. This reporting requirement may be met by completing NASA Form 1679 (July 2000) in hardcopy or online at: <http://invention.nasa.gov/>. Use of this form or the online system is preferred; however, if the form is not used the following information should be provided in order to meet the reporting requirement:
 1. Descriptive title.
 2. Innovator(s) name(s), title(s), phone number(s), and home address(es).
 3. Employer when innovation made (name and division).
 4. Address (place of performance).
 5. Employer status (e.g., Government, college or university, non-profit organization, small business firm, large entity).
 6. Origin (e.g., NASA grant number, NASA prime contract number, subcontractor, joint effort, multiple contractor contribution, other).
 7. NASA Contracting Officer's Technical Representative (COTR).
 8. Contractor/grantee New Technology Representative.
 9. Brief abstract providing a general description of the innovation:
 - (a) Description of the problem or objective that motivated the innovation's development.
 - (b) Technically complete and easily understandable description of innovation developed to solve or meet the objective.
 - (c) Unique or novel features of the innovation and the results or benefits of its application.
 - (d) Speculation regarding potential commercial applications and points of contact (including names of companies producing or using similar products).
 10. Additional documentation.
 11. Degree of technological significance (e.g., modification of existing technology, substantial advancement in the art, major breakthrough).
 12. State of development (e.g., concept only, design, prototype, modification, production model, used in current work).
 13. Patent status.
 14. Dates or approximate time period during which this innovation was developed.
 15. Previous or contemplated publication or public disclosure including dates.
 16. Answers to the following questions (for software only):
 - (a) Using outsiders to beta-test code? If yes, done under beta-test agreement?
 - (b) Modifications to this software continue by civil servant and/or contractual agreement?

DRD Continuation Sheet

TITLE: Technology Reports

DRD NO.: 1061CD-003

DATA TYPE: 3

PAGE: 3/3

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

- (c) Previously copyrighted (if so, by whom)?
- (d) Were prior versions distributed (if yes, supply NASA or Contractor contract)?
- (e) Contains or is based on code owned by a non-federal entity (if yes, has a license for use been obtained)?
- (f) Has the latest version been distributed without restrictions as to use or disclosure for more than one year (if yes, supply date of disclosure)?

17. Name(s) and signature(s) of innovator(s).

- b. Interim NASA-MSFC Technology Report: This report shall consist of a listing of reportable items for the reporting period or certification that there are none. This report shall also contain a list of subcontracts containing a patent rights clause or certification that there were no such subcontracts. Completion of NASA Form c3041 or c3042 (whichever is applicable) shall satisfy this reporting requirement. Use of the form is preferred; however an alternate format is acceptable provided all required information is provided.
- c. Final NASA-MSFC Technology Report: This report shall consist of a comprehensive list of all reportable items for the contract duration or certification that there are none. This report shall also contain a list of subcontracts containing a patent rights clause or certification that there were no such subcontracts. Completion of NASA Form c3041 or c3042 (whichever is applicable) shall satisfy this reporting requirement. Use of the form is preferred; however an alternate format is acceptable provided all required information is provided.
- d. Subcontracts: The contractor shall provide copies of subcontracts containing a patent rights clause upon Contracting Officer's request.

15.4 **FORMAT:**

The Disclosure of Invention and New Technology (Including Software) report may use NASA Form 1679 (July 2000) or the online system at: <http://invention.nasa.gov/>, or provide sufficient information to meet the reporting requirement.

The interim and final NASA-MSFC Technology Reports may use NASA Form c3041 or c3042 (whichever is applicable) or provide sufficient information to meet the reporting requirement.

15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

- 1. **DPD NO.:** 1061 **ISSUE:** Revision A
- 2. **DRD NO.:** **1061LS-001**
- 3. **DATA TYPE:** 2
- 4. **DATE REVISED:** 11-22-06
- 5. **PAGE:** 1/1

- 6. **TITLE:** Government Property Management Plan

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

- 8. **OPR:** AS41 9. **DM:** ED03

- 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 1.1.2

- 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 *Federal Acquisition Regulation, Part 45*
 - NPR 5100.4B *Federal Acquisition Regulation Supplement, (NASA/FAR Supplement) Part 18-45 and latest revisions thereto*

- 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 closeout.

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

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

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | |
|---|--|
| <p>1. DPD NO.: 1061 ISSUE: Revision A</p> <p>3. DATA TYPE: 1</p> <p>6. TITLE: Management Plan</p> <p>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.</p> <p>8. OPR: ED03/VP51 9. DM: ED03</p> <p>10. DISTRIBUTION: Per Contracting Officer's letter</p> <p>11. INITIAL SUBMISSION: Draft with Proposal</p> <p>12. SUBMISSION FREQUENCY: 30 days after Authority to Proceed (ATP) and revise as required</p> <p>13. REMARKS:</p> <p>14. INTERRELATIONSHIP: PWS paragraph 1.1.2</p> <p>15. DATA PREPARATION INFORMATION:</p> <p>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 Task Order Requests (TORs), Task Order Plans (TOPs), Task Orders (TOs) and TO subelements, and management interfaces. The plan shall be in such detail as necessary to convey the contractor's internal procedures.</p> <p>15.2 <u>APPLICABLE DOCUMENTS:</u> None</p> <p>15.3 <u>CONTENTS:</u></p> <p style="padding-left: 20px;">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.</p> <p style="padding-left: 20px;">b. The plan shall also include a description of management concepts, plans, project management and task/control systems, organizational approach, approach to quality, 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.</p> <p>15.4 <u>FORMAT:</u> Contractor format is acceptable.</p> <p>15.5 <u>MAINTENANCE:</u> Changes shall be incorporated by change page or complete reissue.</p> | <p>2. DRD NO.: 1061MA-001</p> <p>4. DATE REVISED: 11-22-06</p> <p>5. PAGE: 1/1</p> |
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DATA REQUIREMENTS DESCRIPTION (DRD)

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|-------------------------|--------------------------|--------------------------------------|
| 1. DPD NO.: 1061 | ISSUE: Revision A | 2. DRD NO.: 1061MA-002 |
| 3. DATA TYPE: 3 | | 4. DATE REVISED: 11-22-06 |
| | | 5. PAGE: 1/1 |
6. **TITLE:** Activity Reports
7. **DESCRIPTION/USE:** To provide data for the assessment of contract progress by task order (TO). To provide visibility to the contractor and MSFC Management of actual and potential problems and their progress toward meeting the requirements of the contract
8. **OPR:** ED03/VP51 9. **DM:** ED03
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Thirty (30) days after authorization 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 1.1.4
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Activity Report shall provide a comprehensive status on all active TOs and include the necessary information to assess status and identify problems that need resolution for accomplishment of the contract tasks.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The 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. Schedule with milestones.
 - e. Labor hours expended by labor category showing overtime hours separately.
 - f. Costs expended (by cost element) versus negotiated cost and TO/TO subelement funding received.
 - g. Cost detail should be delineated in terms of those government unique project numbers (UPN) funding each TO/TO subelement.
 - h. Any other information that may assist the technical evaluators in evaluating the technical and administrative program; such as innovative processes, cost-reduction initiatives, etc.
- 15.4 **FORMAT:** Contractor format is acceptable. Electronic media is strongly encouraged.
- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1061 **ISSUE:** Revision A
2. **DRD NO.:** **1061MA-003**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 11-22-06
5. **PAGE:** 1/1
6. **TITLE:** Financial Management Report (533M)
7. **DESCRIPTION/USE:** To provide monthly financial reports for monitoring program costs. The 533 reports are the official cost documents used at NASA for cost type, price re-determination, and fixed price incentive contracts. The backup report is used for cost data entry in the Contractor Cost Report (CCR) Crosswalk in System Application and Product (SAP).
8. **OPR:** CS40/ED03 9. **DM:** ED03
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Within 30 days after the incurrence of cost
12. **SUBMISSION FREQUENCY:** No later than 10 working days following the end of the contractor's accounting month
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 1.1.1
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Financial Management Report provides data on accumulated costs and funding projections for management of the contract.
- 15.2 **APPLICABLE DOCUMENTS**
 NFS 1852.242-73 *NASA Contractor Financial Management Reporting, (November 2004)*
 NPR 9501.2D *NASA Contractor Financial Management Reporting*
- 15.3 **CONTENTS:** The elements of cost for financial reporting shall be mutually agreed by the contractor and NASA project office and cover labor hours by function, direct labor cost, materials, subcontracts, interdivisional work, other direct rates, overhead by pool, fringe, G&A, and fee. Changes or additions to elements of cost shall be by mutual agreement between the contractor and the NASA project manager. The data contained in the reports shall be auditable using Generally Accepted Accounting Principles. The 533M Report shall include actuals and projections at the total contract level. A summary page at the contract level shall be included reflecting the cumulative since inception cost for the contract.

 A backup report shall be provided that identifies the following fields: Task Order (TO), TO/subelement, reporting category, PR number, WBS, cost center, fund, current month actuals, cumulative actuals, funding received, variance, and next month's estimate.
- 15.4 **FORMAT:** The NASA Form 533M shall be prepared per NPR 9501.2D and NFS 1852.242-73. Contractor format is acceptable provided all necessary requirements are met. Electronic submission of contractor data is strongly encouraged. If electronic submission becomes required coordination with Competency Center may be necessary to define required format.
- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

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|-------------------------|--------------------------|--------------------------------------|
| 1. DPD NO.: 1061 | ISSUE: Revision A | 2. DRD NO.: 1061MA-004 |
| 3. DATA TYPE: 3 | | 4. DATE REVISED: 11-22-06 |
| | | 5. PAGE: 1/1 |
6. **TITLE:** Funding Analysis Report
7. **DESCRIPTION/USE:** To provide monthly financial reports for monitoring program funding and cost at the Task Order/sub-element level
8. **OPR:** ED03 **DM:** ED03
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** First Month after Authority to Proceed (ATP)
12. **SUBMISSION FREQUENCY:** No later than 10 working days following the end of the contractor's accounting month.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 1.1.1
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Funding Analysis Report shall provide data by fiscal year on the status of each sub-element within a Task Order (TO)
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Funding Analysis Report shall contain the following by fiscal year, by sub-element: FY Cost Plan (with fee), Monthly FTE Plan, Monthly FTE Actual, Mod No., Mod Date, WBS, Cost Center, Fund, Funded Amount, FY Costs/Fee, Remaining Funds, % of Cost Expended, Current Month Cost, and Next Month's Estimate. The data contained in the reports must be auditable using Generally Accepted Accounting Principles.
- In addition, a monthly Hotlist Report shall be submitted that contains the following information for Indirect and Direct sub-elements: Sub-element Number, Status, Funded Amount, FY Cost/Fee, Remaining Funds, FY Plan, and WBS.
- 15.4 **FORMAT:** The Report shall be subtotaled by sub-element within TO. A separate report shall be provided that identifies indirect-funded TO's/sub-elements separately. This report shall be sorted by Department/Laboratory within the Directorate/Office. The report for direct funded TO's/sub-elements should be sorted by Directorate/Office, and where applicable, by department within Directorate.
- The format for the Hotlist Report shall contain the items identified above in 15.3. Any sub-element where cost has reached 75% of the funding provided or any sub-element where cost has been accrued but no funding has been provided shall be identified. There shall be a separate report for Indirect and Direct sub-elements. Within each report, all sub-elements shall be sorted in ascending order by Directorate/Office. During the last three months of the contract year, the % will increase as funding provided reaches the planned cost.
- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

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|-------------------------|--------------------------|--------------------------------------|
| 1. DPD NO.: 1061 | ISSUE: Revision A | 2. DRD NO.: 1061MA-005 |
| 3. DATA TYPE: 3 | | 4. DATE REVISED: 11-22-06 |
| | | 5. PAGE: 1/1 |
6. **TITLE:** Financial Summary Report
7. **DESCRIPTION/USE:** To provide plans and actuals for Cost and Labor Hours/Full Time Equivalent (FTE's) at the sub-element level for each month of the contract/fiscal year.
8. **OPR:** ED03 9. **DM:** ED03
10. **DISTRIBUTION:** Per Contracting Officer's Letter
11. **INITIAL SUBMISSION:** Within 30 days after the incurrence of cost
12. **SUBMISSION FREQUENCY:** No later than 10 working days following the end of the Contractor's accounting month.
13. **REMARKS:** None
14. **INTERRELATIONSHIP:** PWS Paragraph 1.1.1
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Financial Summary Report provides a monthly status for an entire year of the estimated and planned cost and labor hours/FTE's associated with each sub-element within a Task Order (TO).
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Financial Summary Report shall contain the following by month for an entire fiscal year, sorted by sub-element: Estimated Cost, Actual Cost, % of Monthly Cost, Estimated Hrs., Actual Hrs., % of Monthly Hrs., % Hrs FTE Plan and FTE Actual.
- 15.4 **FORMAT:** The format for the Financial Summary Report should follow the description outlined in Contents, above.
- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

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| 1. DPD NO.: 1061 | 3. ISSUE: Revision A | 2. DRD NO.: 1061MA-006 |
| 3. DATA TYPE: 3 | | 4. DATE REVISED: 11-22-06 |
| | | 5. PAGE: 1/1 |
6. **TITLE:** Weekly Contract Status Briefing
7. **DESCRIPTION/USE:** To provide a weekly contractual status to the COTR/CO
8. **OPR:** ED03 9. **DM:** ED03
10. **DISTRIBUTION:** Per Contracting Officer's Letter
11. **INITIAL SUBMISSION:** Thirty (30) days after authorization to proceed (ATP)
12. **SUBMISSION FREQUENCY:** Weekly.
13. **REMARKS:** None
14. **INTERRELATIONSHIP:** PWS Paragraph 1.1.4
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Weekly Status Briefing shall provide a weekly overview of contractual activities.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Weekly Status Briefing shall contain the following: In-Progress Task Order (TO) Tracking Report, Task Order Request (TOR) Tracking, Task Order Plan (TOP) Tracking, Contract Staffing Status, Contract Staffing Status Trend, Contract Vacancy Status Trend, Contract Vacancy Status, At-Risk List, Action/Suspense Items, and TO Tracking Report. Once every month there should be a Weekly Financial Status Briefing that should also include: Lost Time Incident Rate; Contract TO Status; Contract TO Status for Engineering Directorate (by department/lab); Contract TO Estimated Staffing; Contract TO Estimated Staffing for Engineering Directorate (by department/lab), Contract Element of Cost Summary by month; Actual and Planned labor hours by month; Comparison of Cumulative and Current month Elements of Cost and Labor Hours, estimated vs. actual; Yearly Summary by month for each Directorate/Office showing the summation of the TO Values, Total Funding, Estimated and Actual Cost; Bid Rate Analysis for each Labor Category; and Small Business/Small Disadvantaged Business Actuals vs. Goal.
- 15.4 **FORMAT:** Contractor format is acceptable provided all necessary requirements are met.
- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

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| 1. DPD NO.: 1061 | 3. ISSUE: Revision A | 2. DRD NO.: 1061MA-007 |
| 3. DATA TYPE: 3 | | 4. DATE REVISED: 11-22-06 |
| | | 5. PAGE: 1/1 |
7. **TITLE:** Task Order (TO) Cost Summary Report
7. **DESCRIPTION/USE:** To provide a contractual status to the COTR/CO.
8. **OPR:** ED03 9. **DM:** ED03
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** No later than 7 working days after delivery of financial reports for the month of September
12. **SUBMISSION FREQUENCY:** No later than 7 working days after delivery of financial reports for the last month of the evaluation period
13. **REMARKS:** None
14. **INTERRELATIONSHIP:** PWS Paragraph 1.1.1
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Cost Summary Report shall provide information that can be used to determine potential award and performance fee associated with each Task Order (TO) tracked in the Contractor's electronic task management system of the contract.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Cost Summary Report is a spreadsheet that contains, for each WBS element, the following information: TO number, TO title, negotiated cost per evaluation period, estimated cost without fee, fee bearing negotiated cost, and weighting. Additionally, the Cost Summary Report shall roll up the WBS element information into overall contract performance containing the following information: WBS element name, task title, TO value, negotiated cost per evaluation period, estimated cost with no fee, fee bearing negotiated cost, negotiated cost without fee per evaluation period, weighted composite and potential award and performance fee.
- 15.4 **FORMAT:** The Cost Summary Report shall be provided in Excel format so that mathematical links between the WBS element pages and the TO roll up can be made.
- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

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|-------------------------|--------------------------|--------------------------------------|
| 1. DPD NO.: 1061 | ISSUE: Revision A | 2. DRD NO.: 1027MA-008 |
| 3. DATA TYPE: 3 | | 4. DATE REVISED: 11-22-06 |
| | | 5. PAGE: 1/1 |
6. **TITLE:** Badged Employee and Remote IT User Listing
7. **DESCRIPTION/USE:** To assist NASA in conducting contractor floor checks and to determine if the employees meet the minimum background investigation requirements.
8. **OPR:** AS50 9. **DM:** ED03
10. **DISTRIBUTION:** Per Contracting Officer's letter. One copy shall go to MSFC Protective Services Office.
11. **INITIAL SUBMISSION:** No later than 10 working days after Authority to Proceed (ATP)
12. **SUBMISSION FREQUENCY:** Formal update quarterly and email changes as personnel changes occur to distribution. If deemed necessary by the Contracting Officer, the contractor shall submit the list at times other than stated.
13. **REMARKS:** Reference is made to Federal Acquisition Regulation (FAR) Clause, FAR 52.215-2, *Audit and Records--Negotiations* (June 1999), NPR 1600.1, *NASA Security Program Procedural Requirements*.
14. **INTERRELATIONSHIP:** PWS paragraph 1.1.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Badged Employee and Remote IT User Listing shall provide NASA with a list of all MSFC badged contractor employees, as well as, any contractor remote IT users who will have access to the MSFC IT system.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The list shall include the following information for each employee: employee's full name (first and middle names must be birth names), last four digits of the Social Security Number (SSN), date of birth, place of birth, duty position, duty location (building/room number), shift assignment, and supervisor's name. Additionally, if applicable, the type of security background check already completed (NACLC or SSBI) and the date it was completed.
- 15.4 **FORMAT:** Contractor format using Excel Spreadsheet is acceptable.
- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

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|-------------------------|--------------------------|--------------------------------------|
| 1. DPD NO.: 1061 | ISSUE: Revision A | 2. DRD NO.: 1061MA-009 |
| 3. DATA TYPE: 3 | | 4. DATE REVISED: 11-22-06 |
| | | 5. PAGE: 1/1 |
6. **TITLE:** Contractor Employee Clearance Document
7. **DESCRIPTION/USE:** To ensure that badged contractor employees who no longer require Center access properly clear all accounts when the access is no longer needed.
8. **OPR:** AS50 9. **DM:** ED03
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Immediately when the access is no longer needed.
12. **SUBMISSION FREQUENCY:** As required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 1.1.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Contractor Employee Clearance Document provides verification that all badged employees have properly cleared all accounts when the access is no longer needed.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Contractor Employee Clearance Document shall contain all the information required by MSFC Form 383-1.
- 15.4 **FORMAT:** MSFC Form 383-1, "Contractor Employee Clearance Document".
- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1061 **ISSUE:** Revision A
2. **DRD NO.:** **1061MA-010**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 11-22-06
5. **PAGE:** 1/1
6. **TITLE:** Position Risk Designation for Non-NASA Employee Form
7. **DESCRIPTION/USE:** To ensure that contractor employees are screened to an appropriate risk determination in accordance with NPR 1600.1, *NASA Security Program Procedural Requirements*, Chapter 4.
8. **OPR:** AS50 9. **DM:** ED03
10. **DISTRIBUTION:** Per Contracting Officer's letter. One copy shall go to MSFC Protective Services Office.
11. **INITIAL SUBMISSION:** No later than 10 working days after Authority to Proceed (ATP)
12. **SUBMISSION FREQUENCY:** Update as personnel or position changes occur.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 1.1.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Position Risk Designation for Non-NASA Employee Form provides information necessary to determine the type of investigation required and how closely an individual is screened for a position.
- 15.2 **APPLICABLE DOCUMENTS:**
NPR 1600.1 *NASA Security Program Procedural Requirements*
- 15.3 **CONTENTS:** The Position Risk Designation for Non-NASA Employee Form shall contain all the information required by MSFC Form 4482 in accordance with NPR 1600.1, *NASA Security Program Procedural Requirements*.
- 15.4 **FORMAT:** MSFC Form 4482, "Position Risk Designation for Non-NASA Employee".
- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1061 **ISSUE:** Revision A
2. **DRD NO.:** **1061SA-001**
3. **DATA TYPE:** 2
4. **DATE REVISED:** 11-22-06
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:** AS10/QD50 9. **DM:** ED03
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 52.223-3, *Hazardous Material Identification and Material Safety Data*; FAR 52.223-4, *Recovered Material Certification*; FAR 52.223-5, *Pollution Prevention and Right-to-Know Information*; FAR 52.223-7, *Notice of Radioactive Materials*; FAR 52.223-9, *Estimate of Percentage of Recovered Material Content for EPA-Designated Products*; FAR 52.223-10, *Waste Reduction Program*; FAR 52.223-11, *Ozone Depleting Substances*; FAR 52.223-12, *Refrigeration Equipment and Air Conditioners*; FAR 52.223-13, *Certification of Toxic Chemical Release Reporting*; and FAR 52.223-14, *Toxic Chemical Release Reporting*. DRD 1061SA-002, Mishap and Safety Statistics Report. PWS 1.1.2
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	<i>Department of Labor; Occupational Safety and Health Administration Standards for General Industry</i>
29 CFR 1926	<i>Department of Labor; Occupational Safety and Health Administration Standards for Construction Industry</i>
40 CFR	<i>Protection of the Environment</i>
ANSI Standards applicable to the scope of this contract	
<i>ASME Boiler and Pressure Vessel Code</i>	
MPR 8500.1	<i>MSFC Environmental Management Program</i>
MWI 8540.2	<i>Affirmative Procurement Program for Environmentally Preferable Products</i>
MWI 8550.1	<i>Waste Management</i>
MWI 8550.2	<i>Storm Water Management</i>
MWI 8550.3	<i>Wastewater Compliance</i>
MWI 8550.4	<i>Air Emissions Compliance</i>

DRD Continuation Sheet

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

DRD NO.: 1061SA-001

DATA TYPE: 2

PAGE: 2/3

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

MWI 8550.5	<i>Hazardous Material Management</i>
MPR 1040.3	<i>MSFC Emergency Plan</i>
MPR 1840.3	<i>MSFC Hazardous Chemicals in Laboratories Protection Program</i>
MPR 1840.1	<i>MSFC Confined Space Entries</i>
MPD 1860.2	<i>MSFC Radiation Safety Program</i>
MPR 1810.1	<i>MSFC Occupational Medicine</i>
MPD 1840.3	<i>MSFC Respiratory Protection Program</i>
MPD 1840.2	<i>MSFC Hearing Conservation Program</i>
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. Flow down 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.

DRD Continuation Sheet

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

DRD NO.: 1061SA-001

DATA TYPE: 2

PAGE: 3/3

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

- 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 contract 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.
- 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 contract. (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 1061SA-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.:** 1061 **ISSUE:** Revision A
2. **DRD NO.:** **1061SA-002**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 11-22-06
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:** ED03
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:**
 - a. Safety Statistics (e.g., contract number, subcontractors, SIC/NAIC codes, number of employees, number of supervisors, hours worked, etc.): submitted on MSFC Form 4371 by the 10th of each month following contract award.
 - 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.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS Paragraph 1.1.2

DRD Continuation Sheet

TITLE: Mishap and Safety Statistics Reports

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15. **DATA PREPARATION INFORMATION:**

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

15.2 **APPLICABLE DOCUMENTS**

NPR 8621.1 *NASA 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.