

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➤	RATING DO C9	PPC HS	PAGE 1 OF 165
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2. CONTRACT NO. NNM07AA77C	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Page A-1
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5. ISSUED BY Procurement Office, Mail Code PS30 George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	CODE PS33	6. ADMINISTERED BY (If other than Item 5) NASA/George C. Marshall Space Flight Center Attn: Warren G. Jones, Jr. 256-544-0389 Deliver to: Building 4203, Room B100 Marshall Space Flight Center, AL 35816
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, country, State and ZIP Code) Will Technology, Inc. 4835 University Square, Suite 19 Huntsville, AL 35816	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
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CAGE CODE: 1RCM0	VENDOR CODE: 130569	IN: ➤ IAW Clauses G.2 and G.3
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11. SHIP TO/MARK FOR Lisa Martin Tel: 256-544-4374	CODE HS40	12. PAYMENT WILL BE MADE BY Accounting Operations Office George C. Marshall Space Flight Center NASA MSFC, AL 35812 Automated Invoice Payment Information: (256) 544-5566	CODE RS23
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13. AUTHORITY FOR USING OTHER THAN FULL & OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	14. ACCOUNTING AND APPROPRIATION DATA See Page A-1
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Centerwide Office of Human Capital Support Services for the Marshall Space Flight Center (MSFC) OHC Directorate See Section B, Tables B-1 and Table B-2 for contract values associated with each period of performance.				

15G. TOTAL AMOUNT OF CONTRACT ➤	See Tables B-1 & B-2
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER (Type or print) David A. Iosco
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19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	20C. DATE SIGNED
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PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the services delineated in the Performance Work Statement (PWS) in attachment J-1, entitled: "Centerwide Office of Human Capital (OHC) Support Services."

(b) The services will be procured under two separate portions, Mission Services (MS) and Indefinite Delivery/Indefinite Quantity (IDIQ). The requirement is being procured on a cost-plus-incentive-fee basis (see Attachments J-4 and J-5). The contract and supporting data are organized accordingly.

(1) The Mission Services portion covers work identified in Work Breakdown Structure (WBS) 1.0 – 7.0 of the PWS on a mission basis. Project management and administrative resources necessary to manage both the Mission and the IDIQ portions are costed in the Mission Services.

(2) IDIQ task orders will be used to procure those services identified in WBS 8.0 of the PWS that cannot be predetermined or quantified in advance.

(End of clause)

B.2 ESTIMATED COST AND FEES

(a) The total estimated cost of this contract is \$ See Table B-1 below. The total target cost incentive fee for this contract is \$ See Table B-1 below. The total maximum performance incentive fee for this contract is \$ See Table B-1 below.

(b) The total target cost of this contract for determining cost incentive fee (IF) earned is specified in Clause B.4.

(c) Table B-1 reflects the contract values of individual contract line items (CLINs) and is set forth below.

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

CLIN	DESCRIPTION	PERIOD COVERED	ESTIMATED COST	TARGET COST	TARGET COST IF	MAXIMUM COST IF	MAXIMUM PERFORMANCE IF	COST IF EARNED	PERFORMANCE IF EARNED	TOTAL VALUE
1.	Mission Services, Base Year (BY)	4-01-07 through 3-31-08	\$5,006,381	\$3,931,381	\$58,524	\$87,786	\$175,573	TBD	TBD	\$5,240,478
1.a. (See Table B-3)	IDIQ Summation of Task Order Values BY	4-01-07 through 3-31-08	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

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

TABLE B-2, MISSION SERVICES – OPTION VALUES

CLIN	DESCRIPTION	PERIOD COVERED	ESTIMATED COST	TARGET COST	TARGET COST IF	MAXIMUM COST IF	MAXIMUM PERFORMANCE IF	TOTAL VALUE
2.	Option I, Mission Services	4-01-08 through 3-31-09	\$4,334,571	\$4,059,571	\$60,666	\$90,999	\$181,997	\$4,577,234
3.	Option II, Mission Services	4-01-09 through 3-31-10	\$4,475,576	\$4,175,576	\$62,377	\$93,566	\$187,130	\$4,725,083
4	Option III, Mission Services	4-01-10 through 3-31-11	\$4,638,010	\$4,313,010	\$64,420	\$96,630	\$193,261	\$4,895,691
5	Option IV, Mission Services	4-01-11 through 3-31-12	\$4,808,843	\$4,458,843	\$66,600	\$99,900	\$199,801	\$5,075,244

(End-of-Clause)

B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)

(a) The IDIQ portion of this contract is only applicable to the work described in Attachment J-1, PWS, WBS 8.0, Indefinite Delivery/Indefinite Quantity (IDIQ). This work will be authorized via task orders issued by the Contracting Officer in accordance with Clauses H. 2 and H.3.

(b) This clause establishes the minimum and maximum quantity values including cost and performance incentive fees for each IDIQ CLIN of the contract as set forth in Table B-3 below.

TABLE B-3 IDIQ MINIMUM AND MAXIMUM VALUES

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

(c) Government task orders for services specified above the minimum and below the maximum shall not constitute a basis for equitable adjustments to the Mission Services CLINs.

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

(e) The actual estimated costs and fee values of the individual CLINs will be the summation of the individual task orders values issued pursuant to this Clause and Clauses H.2 and H.3. A reconciling unilateral modification to the contract will be periodically issued that reflects the current task order summation value in Clause B.2.

(End of clause)

B.4 COST AND PERFORMANCE INCENTIVE FEE

(a) There are two (2) separate incentive fee pools for cost and performance that will be used to determine incentive fee earned and paid to the contractor for performance of the contract. The Government expects that of the total fee proposed, 25 percent will be allocated by the Offeror to the cost incentive fee and 75 percent will be allocated to the performance incentive fee.

(b) Cost Incentive Fee:

(1) The target cost, target cost incentive fee, and maximum cost incentive fee applicable to each Mission Services CLIN are set forth in tables B-1 and B-2. Attachment J-9 sets forth the IDIQ target and maximum fee rates for each IDIQ CLIN. The minimum cost incentive fee for each CLIN shall be \$0.00.

(2) For the Mission Services CLINs, the target cost for the purposes of determining the cost incentive fee earned and paid in accordance with this Clause and Clause B.5, Incentive Fee, shall be the total estimated cost less the estimated direct cost for purchased training/materials, and travel (PWS 3.3.1, 3.4.1 and 6.4.1) (see Table B-4 below). Purchase of training, materials, and travel is at the discretion and direction of the Government. The target cost for the IDIQ CLINs shall be the summation of the target costs of the current task orders.

Table B-4, TARGET COST

CLIN	ESTIMATED COST	LESS ESTIMATED COST PWS 3.3.1, 3.4.1, and 6.4.1	TARGET COST
1	\$5,006,381	\$1,075,000	\$3,931,381
2	\$4,334,571	\$ 275,000	\$4,059,571
3	\$4,475,576	\$ 300,000	\$4,175,576
4	\$4,638,010	\$ 325,000	\$4,313,010
5	\$4,808,843	\$ 350,000	\$4,458,843

(3) For the Mission Services CLINS, the actual allowable costs for determining cost incentive fee earned and payment in accordance with Clause B.5, Incentive Fee, shall be reduced by the actual direct costs for PWS 3.3.1, 3.4.1, and 6.4.1.

(4) Clause B.5 is only applicable to the cost incentive fee pool of the contract and not the performance incentive fee pool. The supplemental definitions of target cost and actual cost provided in this Clause are in addition to and take precedence over the definitions provided in Clause B.5. (See paragraph (e) (5) of Clause B.5.)

(5) The share ratio for target cost underruns is 90/10 (Government/Contractor). The share ratio for target cost overruns is 70/30 (Government/Contractor).

(6) The Contractor must earn at least 85 percent of the performance incentive fee for a CLIN to earn any cost incentive fee above the target cost incentive fee (for underruns) for that CLIN.

(7) The cost incentive fee will be evaluated at the end of each contract year.

(c) Performance Incentive Fee:

(1) The Contractor may earn performance incentive fee from a minimum of zero dollars to the maximum stated in Clause B.2 of this contract.

(2) The Contractor's performance will be evaluated on a semi-annual basis as described in Attachments J-4 and J-5 of this contract. Semi-annual performance scores earned will be averaged to determine an annual amount of performance incentive fee earned for each CLIN. Performance incentive fee for a CLIN that is not earned cannot be reallocated to future evaluation periods.

(3) The Government will advise the Contractor in writing of the performance evaluation results and the amount of performance incentive fee earned which will be incorporated in the contract by unilateral modification.

(4) Provisional Performance Incentive Fee Payments:

(i) Provisional performance incentive fee payments, pending the determination of the amount of performance incentive fee earned, will be paid to the Contractor on a monthly basis. The total amount of performance incentive fee available for provisional payment for each CLIN will be the lesser of 75 percent of the maximum performance incentive fee or the prior performance incentive fee evaluation score.

(ii) Provisional performance incentive fee payments for each CLIN will be superceded by the final performance incentive fee evaluation score for that CLIN. If provisional payments exceed the final score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(iii) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional performance incentive fee may be discontinued, or reduced in amount, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(5) After 85 percent of the potential performance incentive fee has been paid, the Contracting Officer may direct withholding of further payment of performance incentive fee until a reserve is set aside in an amount that the Contracting Officer determines necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total maximum performance incentive fee for an individual CLIN.

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

(a) *General.* The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) *Withholding of payment.* Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount

that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

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

(e) *Fee payable.*

(1) The fee payable under this contract shall be the target fee increased by 10 cents for every dollar that the total allowable cost is less than the target cost or decreased by 30 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than see Tables B-2, B-3, and B-4, or less than 0 percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of—

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h) (2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of—

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing

evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and the Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and the provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

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

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allocated by the Government to this contract is \$660,377. This allotment is for the Centerwide Office of Human Capital Support Services effort described in Attachment J-1, Performance Work Statement, and covers the following estimated period of performance: April 1, 2007 – May 11, 2007.

(b) An additional amount of \$39,623 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	0	\$660,377	\$660,377
IDIQ Estimated Cost	0	0	0
Provisional Cost Incentive Fee	0	\$9,906	\$9,906
Provisional Performance incentive Fee	0	\$29,717	\$29,717
Total Sum Allotted	0	\$700,000	\$700,000

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

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



*G&A

Q portions of this contract.

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

(c) In accordance with an advance agreement between the Government and the Contractor, material handling overhead shall be the only burden applied to the cost reimbursable other direct cost of travel and training/materials (including conferences) as referenced in PWS, J-1. Neither G&A nor fee shall be applied to the procurement of travel, and training/materials. Table B-4 contains the Government estimates for travel, and training/materials.

(End of Clause)

(END OF SECTION)

SECTION C

DESCRIPTION/SPECIFICATION/PERFORMANCE WORK STATEMENT

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

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

(End of Clause)

C.2 **EXCLUDED FUNCTIONS AND RESPONSIBILITIES**

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

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

(End of clause)

[END OF SECTION]

SECTION D

PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

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

Clause <u>Number</u>	<u>Title and Date</u>
1852.211-70	Packaging, Handling, and Transportation (Sep 2005)

(End of clause)

[END OF SECTION]

SECTION E

INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause Number</u>	<u>Title and Date</u>
52.246-3	Inspection of Supplies-Cost Reimbursement (May 2001)
52.246-5	Inspection of Services-Cost Reimbursement (Apr 1984)

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

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

(End of Clause)

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

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

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

(End of Clause)

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

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

	Title	Number	Date
<input checked="" type="checkbox"/>	Marshall Management Manual	MPD 1280.1	Latest Issue

(End of Clause)

E.4 CHANGES TO HIGHER-LEVEL CONTRACT QUALITY REQUIREMENTS

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

(End of Clause)

[END OF SECTION]

SECTION F

DELIVERIES OR PERFORMANCE

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

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

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

Clause Number	<u>Title & Date</u>
52.217-8	Option to Extend Services <i>Insert in Paragraph: <u>30 days</u></i> (Nov 1999)
52.242-15	Stop-Work Order Alternate I (Aug 1984)
52.247-34	F.O.B. Destination (Nov 1991)

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

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

(End of Clause)

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

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

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

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

(End of Clause)

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

The Contractor shall perform the work under this contract at the Marshall Space Flight Center, Huntsville, AL 35812 and at such other locations that may be approved in writing by the Contracting Officer.

(End of Clause)

F.4 SECTION 10721 RATES (MSFC 52.247-90) (FEB 2001)

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

(End of clause)

F.5 PERIOD OF PERFORMANCE

(a) The base period of performance of this contract shall be April 1, 2007 through March 31, 2008.

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

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

(End of Clause)

F.6 PHASE-IN AND PHASE-OUT

(a) Contractor Phase-In

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

(2) The Contractor shall have up to 14 work days immediately prior to the effective date of the contract in which to conduct phase-in. Office space will not be provided by

the Government during the phase-in period. During this time, the Contractor shall not be responsible for performance of the effort described in the PWS. It is understood that during phase-in the predecessor contractor(s) will be performing the work described in the PWS.

(3) On April 1, 2007, the Contractor shall assume full responsibility for the effort covered by the PWS.

(4) During phase-in the Contractor shall:

(i) Participate in meetings with the predecessor contractor(s) to identify and discuss problems or areas requiring attention during the phase-in period; and

(ii) Perform all activities described in the Contractor's phase-in plan submitted with its proposal, and all activities necessary to ensure effective transfer of all effort from the predecessor contractor(s) and readiness to assume full contract performance. As part of phase-in activities, the contractor shall provide the following: 1) Final Safety, Health and Environmental Plan (see DRD 1133SA-001); 2) Badged Employee and Remote IT User Listing (see DRD 1133MA-004); 3) Position Risk Description for Non-NASA Employees (see DRD 1133MA-006); and 4) qualified staff available, badged (in accordance with the Personal Identity Verification (PIV) Procedures provided in Attachment J-10), and ready to assume performance.

NOTE TO PROSPECTIVE OFFERORS: Offeror shall complete Attachment L-1, Form I, Summary of Phase-In Cost. The total firm-fixed price of the 14 work day phase-in period listed on Form I will be used to award a separate purchase order to fund the phase-in period.

(b) The Contractor shall invoice the Government for phase-in activities only at the completion of the purchase order. The Government's obligations under this contract will not commence until after the successful completion of the separate phase-in purchase order.

(c) Contractor Phase-out

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

(2) Upon written notice by the Contracting Officer prior to the contract completion date, the Contractor shall conduct phase-out activities for up to 30 calendar days in accordance with FAR 52.237-3, Continuity of Services.

(End of Clause)

[END OF SECTION]

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. Federal Acquisition Regulation (48 CFR Chapter 1)

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

<u>Clause Number</u>	<u>Title & Date</u>
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1852.242-71	Travel Outside of the United States (Dec 1988)
1852.242-73	NASA Contractor Financial Management Reporting (Nov 2004)
1852.245-70	Contractor Requests for Government-Owned Equipment (Jul 1997)

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the Contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NASA/George C. Marshall Space Flight Center
RS23/Accounting Operations Office
Marshall Space Flight Center, AL 35812

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

(2) For any period that the Defense Contract Audit Agency (DCAA) has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be directed by the Contracting Officer.

(c) If the Contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the Contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment through the Contractor's cognizant DCAA office to the NASA paying office identified in Paragraph (b)(1).

(2) Five copies of SF 1034, SF 1035A, or equivalent contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

- (i) Copy 1 NASA Contracting Officer
- (ii) Copy 2 Auditor
- (iii) Copy 3 Contractor
- (iv) Copy 4 Contract Administration Office
- (v) Copy 5 Project Management Office

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to the address specified in paragraph (b) (1). This is the designated billing office for fee vouchers for purposes of the "Prompt Payment" clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G.3 SUPPLEMENTAL PAYMENT INSTRUCTIONS (AUG 2006)

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

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

(End of clause)

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

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

solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section J-1 of this contract.

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

(1) Constitutes an assignment of additional work outside the statement of work;

(2) Constitutes a change as defined in the changes clause;

(3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract;
or

(5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

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

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

(1) Rescinded in its entirety; or

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

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

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

(End of clause)

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

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

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

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

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

(i) The contractor's purchase order shall require the vendor to deliver the property to installation central receiving area;

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

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

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain

the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

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

(End of clause)

G.6 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77) (JUL 1997)

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

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

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

(1) Equipment, not listed in this clause, to be made available to the Contractor is listed in Attachment J-13. The Government retains accountability for this property under the clause at 1852.245-71, "Installation-Accountable Government Property," regardless of its authorized location.

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

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

(c) Supplies from stores stock.

(d) Publications and blank forms stocked by the installation.

(e) Safety and fire protection for Contractor personnel and facilities.

(f) Installation facility services: None.

- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty and normal operating hours.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) Access to the Wellness Center fitness facilities consistent with the Center's policies.
- (k) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- (l) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, "Installation-Accountable Government Property."

(End of clause)

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

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

(b) The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," when the access is no longer needed.

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

(End of clause)

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

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201 (Reference Attachment J-10).

(b) The Contractor shall insert FAR 52.204-9 in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

(End of clause)

(END OF SECTION)

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (42 CFR CHAPTER 1)

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

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

<u>Clause Number</u>	<u>Title & Date</u>
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1852.208-81	Restrictions on Printing and Duplicating (Nov 2004)
1852.242-72	Observance of Legal Holidays (Alternate II) (Oct 2000)

(End of clause)

H.2 TASK ORDERING PROCEDURES (NFS 1852.216-80) (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) Performance metrics that will apply to the TO. Note: As TOs are added to the contract, if the TO performance incentives are not listed in J-4, the contract will be unilaterally modified to include the performance incentive metrics for the service(s) listed in the TO. Also, performance incentive metrics listed in J-5 will be modified to include the new metric(s) and revised weighting of the performance metrics.

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

(c) Within 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) Maximum dollar amount authorized (cost and fee or price).

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

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

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 2 calendar days after receipt of the task order.

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

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

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

(End of clause)

H.3 SUPPLEMENTAL TASK ORDERING PROCEDURES

(a) This clause supplements the Task Ordering Procedure defined in H.2.

(b) Work to be performed under this portion of the requirement will be within the broad parameters of the PWS 8.0 and more clearly defined in the Task Orders (TOs) approved by the Contracting Officer and the Contracting Officer's Technical Representative (COTR). An overview and flowchart of this process is provided at Attachment J-7.

(c) When the Government issues a Task Order Request (TOR) in accordance with paragraph (d) of Clause H.2, the Contractor shall prepare, as part of the Task Order Plan (TOP), the Contractor's estimate of the labor hours, labor categories, indirect cost, and other direct costs required to perform the Task Order requirements. In preparing the estimate, it is mutually agreed and understood that the Contractor or its Teammate(s) and/or Subcontractor(s) shall use the labor categories and the lower of the rates set forth in Attachment J-9. It is further agreed and understood that the maximum available cost and performance incentive fees and indirect rates, equating to a percentage, set forth in Attachment J-9, shall be used by the Contractor to calculate the estimated cost, target cost, target cost incentive fee, maximum cost incentive fee and maximum performance incentive fee dollars for each TO.

(d) Each TO will include the period covered, estimated cost, target cost, target cost incentive, and maximum potential fees. At the end of each cost and performance incentive fee evaluation period, the current period values of all task orders that were active during that evaluation period will be summed and the resulting total value summation will be used as the target cost incentive fee and maximum potential cost and performance incentive fee for that evaluation period. A reconciling unilateral modification to the contract will be issued semiannually revising Clause B.2 to reflect the summation of the current total task order values.

(e) A summation of estimated and actual TO cost for each WBS element in accordance with DRD 1133 MA-003 shall be tracked by the Contractor in accordance with PWS 2.3.

(f) The assigned CO and COTR will review and approve each TO and any revision thereto. The Government retains the right to disapprove any Task Order Plans at the sole discretion of the Government.

(g) Approval of TOs does not relieve the Contractor of its obligation under the "Limitation of Funds" clause and the "Availability of Funds" clauses of the contract.

(h) All task orders, including both existing task orders and new task orders, issued pursuant to this clause and Clause H.2, are subject to the terms and conditions of this contract including any revisions, from the effective date of the revisions to the contract through the period of performance of the task order(s), unless otherwise specified in the task order(s).

(End of Clause)

H.4 TASK ORDER COST INCREASE NOTIFICATION REQUIREMENTS

(a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause of this contract.

(b) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of any individual task order, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in the task order. Notification shall not be delayed pending preparation of a revised estimate.

(c) A revised estimate is required to support a request for an increase in the estimated cost of the contract line item or task order. The revised estimate should be submitted as soon as possible after the above notification but no later than 30 calendar days before the incurred

costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the revised estimate and to mutually establish any increase or decrease in estimated cost with the Contractor.

(d) (1) the revised estimate shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

- Incurred costs to date
- Projected cost to completion
- Total cost at completion
- Current negotiated estimated cost
- Requested increase or decrease in estimated cost

(2) The “projected cost to completion” shall consist of the following “other than cost or pricing data” unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

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

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA’s safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health-measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated

acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable)

regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause.

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

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

- (1) Written hazardous operating procedures for all hazardous operations; and/or
- (2) Qualification standards for personnel involved in hazardous operations.

(End of Clause)

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

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

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

equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

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

(End of Clause)

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

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at MSFC, AL where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.8 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

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

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

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

(b)(4)

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(End of Clause)

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

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

(End of Clause)

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

(a) An employee of a domestic Marshall Space Flight Center (MSFC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the MSFC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign MSFC contractor/subcontractor may not be admitted to the MSFC site without special arrangements. For employees as described above, advance notice must be given to the MSFC Protective Services Office at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.

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

(c) The contractor agrees that it will not employ for the performance of work onsite at the MSFC any individuals who are not legally authorized to work in the United States. If the MSFC Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of 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.11 SAFETY PERFORMANCE EVALUATION

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

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

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

2. **Evaluation Criteria.** Contractor self-evaluation and Government validation will be based on the applicable elements and sub-elements of the MSFC safety program shown below. Specific criteria are shown on Attachment J-12 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Deviations from the matrix criteria may be made, for cause, and must be approved by the COTR, CO and Government Safety Representative. It should be noted that Element 1 has a management and an employee component. These are simply averaged to obtain the score for Element. The result should be carried to the second decimal point.

MANAGEMENT COMMITMENT AND EMPLOYEE INVOLVEMENT HAZARD PREVENTION AND CONTROL

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

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

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

<p>Level I – Annual rating score of ≥ 36 based on the average of the quarterly assessment scores, and a Lost-Time Case (LTC) Rate $\leq 50\%$ of the LTC for the applicable Standard Industrial Classification (SIC) rate.</p>	<p><i>Formal award with public recognition.</i></p> <p><i>Appropriate past performance referrals provided.</i></p>
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Exception: Contractors with less than 100 employees located onsite MSFC. To be rated in Level I, the Contractor shall have no lost time injuries during the past year.

<p>Level II – Annual rating score of ≥ 28 based on the average quarterly assessment score and a Lost-Time Case (LTC) Rate less than the applicable Standard Industrial Classification (SIC) rate and the scores remain the same, or reflect improved performance, from the previous period. If scores reflect a decrease in performance, no letter of commendation will be issued.</p>	<p><i>Formal letter of commendation.</i></p> <p><i>Will impact contract evaluation and past performance referrals.</i></p>
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Exception: Contractors with less than 100 employees located onsite MSFC. To be rated in Level II, the Contractor shall have no more than one lost time injury during the past year.

<p>Level III – Quarterly rating score of ≤ 16 or a Lost Time Case (LTC) Rate more than the Standard Industrial Classification (SIC) rate Database</p>	<p><i>Formal letter expressing concern.</i></p> <p><i>Corrective Action Plan requested</i></p> <p><i>Date placed in Past Performance</i></p>
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Failure to improve could result in contract options not being exercised.

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

<p>If contractor's Safety Performance evaluation does not fall within the above categories.</p>	<p><i>No recognition</i></p>
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NOTE: The most current Department of Labor NAICS rate, effective at the beginning of the annual evaluation period, will be utilized for LTC evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Close Call and Mishap Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

4. Contractor Accountability for Mishaps. The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.

5. Evaluation Process.

The evaluation process will be based on the major elements and their sub-elements cited in Paragraph 2. The evaluation process will include these steps:

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

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment J-12. The Safety Performance Evaluation Summary is also located at Attachment J-12.

6. SAFETY METRIC REPORTING

The Contractor shall utilize MSFC Form 4371, "MSFC Contractor Accident/Incident Statistics" to submit, on a monthly basis, information on all personnel and property mishaps that meet the criteria of a NASA Procedural Requirement for Mishap and Close Call Reporting, Investigating, and Recordkeeping" (NPR 8621.1B). Close calls and minor cases, including first aid and non-injury cases, shall be reported when there is a potential lessons learned or when action needs to be taken to prevent more serious damage, loss, or personal injury, (including communication of the incident to promote employee awareness). The report shall also include total hours worked and the number of safety inspections and safety meetings conducted during the month. The Contractor shall also utilize NASA Form 1627, "NASA Mishap Report" to include details of any mishap, results of the investigation, and the corrective action plan.

7. FAILURE TO REPORT

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

(End of Clause)

H.12 HAZARDOUS MATERIAL REPORTING (MSFC 52.223-91) (AUG 2005)

(a) If during the performance of this contract, the Contractor transports or accepts delivery of any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to Marshall Space Flight Center, the hazardous material shall be processed through MSFC Central Receiving to be bar-coded for inventory. Chemical containers shall be managed in accordance with the provisions of MWI 8550.5, "Hazardous Material Management." The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.

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

(End of clause)

[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
52.204-4	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-7	Central Contract Registration	Oct 2003
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2006
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jul 1995
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-2	Audit and Records – Negotiation	Jun 1999
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	Oct 1997
52.215-13	Subcontractor Cost or Pricing Data – Modifications	Oct 1997
52.215-14	Integrity of Unit Prices	Oct 1997
52.215-15	Pension Adjustments and Asset Reversions	Oct 2004

<u>Number</u>	<u>Clause Title</u>	<u>Date</u>
52.215-17	Waiver of Facilities Capital Cost of Money	Oct 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement	Oct 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Alternate II)(Oct (Alternate III) (Oct 1997) <i>Insert in paragraph (c):</i> <u>CD-R</u>	Oct 1997
52.216-7	Allowable Cost and Payment <i>Insert in paragraph:</i> <u>30 days</u>	Dec 2002
52.219-8	Utilization of Small Business Concerns	May 2004
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-2	Payment for Overtime Premiums <i>Insert in paragraph (a):</i> <u>as approved by Contracting Officer</u>	Jul 1990
52.222-3	Convict Labor	Jun 2003
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-41	Service Contract Act of 1965, As Amended	May 1989
52.223-5	Pollution Prevention and Right-to-Know Information (Alternate I)(Aug 2003) (Alternate II) (Aug 2003)	Aug 2003
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	Aug 2000
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-1	Buy American Act – Supplies	Jun 2003
52.225-13	Restrictions on Certain Foreign Purchases	Feb 2006
52.227-14	Rights In Data-General-As modified by NASA FAR Supplement (NFS) 1852.227-14	Oct 1995
52.228-7	Insurance-Liability To Third Persons	Mar 1996
52.230-2	Cost Accounting Standards	Apr 1998
52.230-3	Disclosure and Consistency of Cost Accounting Practices	Apr 1998
52.230-6	Administration of Cost Accounting Services	Apr 2005
52.232-9	Limitation On Withholding Of Payments	Apr 1984
52.232-17	Interest	Jun 1996
52.232-19	Availability of Funds for the Next Fiscal Year <i>Insert:</i> <u>September 30, 2007</u>	Apr 1984
52.232-22	Limitation Of Funds	Apr 1984
52.232-23	Assignment Of Claims	Jan 1986
52.232-25	Prompt Payment (Alternate I)(Feb 2002)	Oct 2003
52.232-33	Payment By Electronic Funds Transfer- Central	Oct 2003

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

(End of Clause)

PART B: NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>Number</u>	<u>Clause Title</u>	<u>Date</u>
1852.216-89	Assignment and Release Forms	Jul 1997
1852.219-74	Use of Rural Area Small Businesses	Sep 1990
1852.223-74	Drug and Alcohol-Free Workforce	Mar 1996
1852.237-70	Emergency Evacuation Procedures	Dec 1988
1852.242-78	Emergency Medical Services and Evacuation	Apr 2001
1852.243-71	Shared Savings	Mar 1997

(End of Clause)

I.2 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

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

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized

assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

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

(b) The Contractor shall-

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

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

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

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

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

(End of Clause)

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

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **April 1, 2007** through **March 31, 2012**, if options are exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

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

(a) Minimum order. When the Government requires WBS 8.0 of the PWS 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 **\$2,000,000.00**;

(2) Any order for a combination of items in excess of **\$2,000,000.00**; 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.5 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The

contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **March 31, 2013**.

(End of clause)

I.6 LIMITATIONS ON SUBCONTRACTING (FAR 52.219-14) (DEC 1996)

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

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

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

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

(End of clause)

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

(a) *Definition.* As used in this clause—"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law

permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

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

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

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B— Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived

the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

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

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

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

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

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

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

I.8 RESERVED

I.9 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR (52.222-42)(MAY 1989)

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

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

A. Classification, Grades and Rates

Hourly	Classification	Grade Rate
Secretary II	GS-05	\$13.68
Secretary III	GS-06	\$15.25
Secretary IV	GS-07	\$16.95

B. Fringe Benefits (applicable to all classifications)

(b)(4)



(b)(4)



(End of clause)

I.10 SUBCONTRACTS (FAR 52.244-2) (ALTERNATE I) (MAR 2005)

(a) Definitions. As used in this clause—

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

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

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

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

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

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

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

(2) Is fixed-price and exceeds—

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

(ii) For contracts awarded by a civilian agency other 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:

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

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

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting –
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (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 15.404-4l(4)(i).

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

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

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

(b)(4)

(End of Clause)

I.11 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (DEVIATION) (NFS 1852.204-76) (NOV 2004)

(a) The Contractor shall be responsible for 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 additional/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 Exercised.” “Functional Exercised, 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.12 OMBUDSMAN (NFS 1852.215-84) (OCT 2003) (Alternate I) (Jun 2000)

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

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation Ombudsman, Ms. Robin N. Henderson, George C. Marshall Space Flight Center, DE01, Building 4200, Marshall Space Flight Center, AL 35812, telephone: 256-544-1919, facsimile: 256-544-7920, and e-mail address: Robin.N.Henderson@nasa.gov.

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail, james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(End of Clause)

I.13 MINIMUM INSURANCE COVERAGE (NFS 1852.228-75) (OCT 1988)

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

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

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

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

I.15 RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73) (JUN 2005)

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

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

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

Mark the title page with the following legend:

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

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

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

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

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

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

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

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

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

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

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

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

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

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

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

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

(End of clause)

I.16 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (MSFC 52.252-90) (FEB 2001)

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

(End of Clause)

[END OF SECTION]

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

Attachment	Title	Pages
1	Performance Work Statement (PWS)	24
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3	SCA Wage Determination	10
4	Surveillance and Cost-Plus-Incentive Plan	19
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6	Work Breakdown Structure (WBS)	1
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11	Safety, Health, and Environmental (SHE) Plan	1
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[END OF SECTION]

ATTACHMENT J-1

PERFORMANCE WORK STATEMENT

CENTERWIDE OFFICE OF HUMAN CAPITAL SUPPORT SERVICES

1.0 SCOPE

The scope of this Performance Work Statement (PWS) broadly defines the requirements for the Office of Human Capital (OHC) Support Services provided to Marshall Space Flight Center (MSFC) by the Contractor. This contract will be in support of OHC, and will take executive direction from the Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR). Section 1.0 of this PWS establishes the scope required to manage the overall OHC support services. Section 2.0 establishes the requirements for program management of the contract. Section 3.0 establishes the requirements for organization and leadership development services. Section 4.0 establishes the requirements for strategic workforce planning services. Section 5.0 establishes the requirements for academic affairs services. Section 6.0 establishes the requirements for training and incentives services, and Section 7.0 establishes the requirements for employee and operations services. Together, these requirements describe the services under the mission schedule, and identified in the PWS, that the Contractor shall provide for OHC Support Services Contract. In addition, the remaining, Section 8.0, describes the services to be provided through an Indefinite Delivery Indefinite Quantity (IDIQ) schedule. The IDIQ services will be invoked through the use of Task Orders (TO).

The vision of the Office of Human Capital (OHC) at NASA/Marshall Space Flight Center (NASA/MSFC) is to be the benchmark in delivering innovative human capital solutions to support the objectives of its clients and partners. The OHC mission is to build workforce capabilities which assure the current and future success of NASA/MSFC. OHC is the principal advisor to Center management regarding Center human capital areas. OHC also has a Business Management Team which supports the organization with efficient business tools and operations, and working with management, develops the OHC budget. An organization chart of OHC is provided in L-3, Figure 2.

OHC operates in a dynamic environment providing services to Center management, major space programs as well as smaller programs and projects, Center staff offices, and Center directorates which conduct engineering and scientific research, space hardware and software, development, and operations in space exploration. The OHC organization must understand the direction of the Agency and the Center, anticipate Center needs and requirements, and be agile, prompt, and effective in providing its day-to-day products and services. OHC customers and partners are managers, Center employees, NASA Headquarters and other NASA Centers, other Government agencies, academia, and industry.

OHC views its contractor support to be integral to the operations of OHC and requires a high-performing, integrated, and flexible team, aligned with OHC, and dedicated to OHC's mission success. The Contractor shall be efficient as well as effective and professional, knowledgeable, and experienced in the human resources area, regulations, processes, operations, products, and services. Also, because one of the primary missions of OHC is to strengthen the pipeline of students in science, math, engineering and technology (STEM), and the recruitment of students, research assistants and professors to support the mission of NASA, the OHC support services contractor shall be knowledgeable and experienced in academia and the provision of services and STEM curriculum for educational purposes. Contractor education specialists and the educator resource center specialist, shall work closely with students, teachers, and educational institutions to enhance curriculum, and educational opportunities to support STEM educational areas. The human capital environment is dynamic, and requirements may change quickly, and the Contractor shall be able to adjust and adapt promptly and effectively.

In fulfilling the requirements of this PWS, the Contractor shall provide the necessary management personnel, equipment, and supplies (not otherwise provided by the Government) as well as provide innovative approaches for the provision of human capital services. Data deliverables required by this PWS are in accordance with Data Requirements Description (DRD) provided in Attachment J-2, Data Procurement Document (DPD).

2.0 PROGRAM MANAGEMENT

The Contractor shall provide support in the form of program management for the Centerwide Human Capital Support Services contract and for the OHC organization. The Contractor shall provide for assignment and utilization of Contractor personnel; recognition of critical problem areas; adequacy of staffing; provide well-qualified and trained personnel; cooperate through effective working relationships with other contractors and Government personnel to ensure integrated operation efficiency; assure the effective utilization of relevant technologies; plan, organize, and manage all program elements; employ management actions to achieve and sustain a high level productivity; manage all subcontracts, and respond to emergencies and other unexpected situations. The Contractor shall provide training to maintain cutting edge skills/competencies of contractor personnel, and is responsible for all personnel actions. The Contractor shall effectively communicate with Government personnel to assure information is transmitted about contract performance and industry developments. The Contractor shall benchmark industry best practices. The Contractor shall protect the confidentiality of sensitive information and shall provide an Organizational Conflict of Interest Avoidance Plan in accordance with DRD 1133MA-007.

2.1 Contract Management

2.1.1 The Contractor shall provide administration, planning, coordination and surveillance of overall contract activities. This will ensure disciplined, high performance work, and the timely application of resources which are in accordance with ISO requirements (E.3, MPD 1280.1) and necessary for completion of all tasks of the PWS to include mission and IDIQ schedules. The Contractor shall comply with Acceptable

Quality Levels (AQLs) found in 2.2.2.1.1 and 2.2.2.1.5 of Attachment J-4. The Contractor shall evaluate the current systems for providing support and continually seek and recommend ways to improve the process, saving costs and time. The Contractor shall report any process improvements and/or cost savings or recommendations for the Government that may improve efficiency in the Quarterly Progress Report (DRD 1133MA-002).

2.1.2 The Contractor shall develop, implement, and maintain a Management Plan in accordance with DRD 1133MA-001, "Management Plan" for accomplishment of the tasks described by the PWS. In accomplishing this effort, the Contractor shall make adjustments and respond to proposals in the application of its workforce and resources to specific activities, as demands and priorities require. The plan shall address risk management and associated risks applicable to the tasks in accordance with Marshall Work Instruction (MWI) 7120.6, Program/Project Continuous Risk Management.

2.1.3 The Contractor shall provide Badged Employee and Remote Information Technology (IT) User Listings in accordance with DRD 1133MA-004. The Contractor shall provide Contractor Employee Clearance Documents in accordance with DRD 1133MA-005. The Contractor shall provide Position Risk Designations for Non-NASA Employees in accordance with DRD 1133MA-006. The Contractor shall determine the data restriction that applies to each data deliverable and mark or transmit the data restriction in accordance with the DRDs.

2.1.4 The Contractor shall provide necessary training relative to the support provided by this contract for new and existing Contractor employees to ensure mission success.

2.1.5 The Contractor shall deliver accurate and timely data, information, and reporting for a variety of metrics, and shall maintain records related to the performance metrics and Acceptable Quality Levels (AQL) defined in Attachment J-4. The Contractor shall submit Quarterly Progress Reports in accordance with DRD 1133MA-002 that include an assessment of each performance metric, along with rationale explaining any performance requirements where deficiencies were noted and a corrective action plan to ensure these deficiencies do not occur in the future.

2.1.6 The Contractor shall ensure the timely processing of all paperwork, such as purchasing and transportation requests, Requests for Proposals, delivery orders, contracts, and deadline/milestone estimates, as defined by the Government. The Contractor shall meet the scheduled reporting dates contained in each contract Data Reporting Document (DRD) in accordance with AQL 2.2.2.1.6 in Attachment J-4.

2.1.7 The Contractor shall solicit customer satisfaction feedback from contract customers as requested and provide this information to the COTR and technical monitor that initiated the request. The Contractor shall not be the cause of valid customer complaints (a valid complaint is any complaint transmitted to the Contractor in writing by the COTR or Contracting Officer). The AQL addressing this requirement is found in 2.2.2.1.3 of Attachment J-4.

2.2 Property Management

The Contractor shall prepare and maintain a report identifying and listing all equipment provided by the Government for use by the Contractor in the performance of the contracted effort, and for which the Contractor has been given physical custody. This report shall be prepared and maintained in accordance with DRD 1133LS-001.

2.3 Financial Management

The Contractor shall manage, maintain and oversee the contract budget and financial management. The Contractor shall establish, implement, and maintain a financial reporting system in accordance with the NASA FAR Supplement, NFS 1852.242-73. The Contractor shall submit Financial Management Reports in accordance with DRD 1133MA-003, "Financial Management Report (533M)."

2.4 Safety and Health

2.4.1 The Contractor shall establish and implement an industrial/occupational safety, health, and environmental program and provide Safety, Health, and Environmental (SHE) Plan in accordance with DRD 1133SA-001. Contractor employees shall attend monthly safety meetings as defined by AQL 2.2.2.1.4 of Attachment J-4. The Contractor's industrial/occupational safety, health, and environmental program shall incorporate the following:

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

2.4.2 Mishaps and safety statistics shall be reported to the MSFC Safety and Mission Assurance Office in accordance with DRD 1133SA-002, "Mishap and Safety Statistics Reports."

2.5 Information Technology Security

The Contractor shall prepare a Contract Information Technology Security Program Plan that documents how the Contractor will comply with the requirements of NPR 2810.1, Security Information Technology, and the Privacy Act. The Contractor shall prepare the plan in accordance with DRD 1133CD-001.

2.6 OHC Management and Business Support

2.6.1 The Contractor shall provide program management, program integration, and project management support services to OHC. These services shall be in support of the achievement of the OHC mission to provide a comprehensive program for the development of Center employees and organizations; and to develop and implement a

comprehensive human capital program and reward system for the Center. Some travel may be required in support of MSFC and Agency-wide initiatives.

2.6.2 The Contractor shall perform special fact-finding assignments for OHC covering a wide range of management activities. The Contractor shall assist in overall administrative/management matters by providing advice and assistance to OHC with respect to management plans, establishment of controls and policies, and identification of general problem areas.

2.6.3 The Contractor shall prepare final reports and presentations of data on OHC program status for internal and Center management review.

2.6.4 The Contractor shall provide support for special projects involving statistical and narrative data. The Contractor will compile, consolidate, and extract statistical data from feeder reports, computer listings, database queries, and control documents for internal and external special reports. Reports will be provided within the established timelines.

2.6.5 The Contractor shall research and recommend new technology and techniques such as project management tools, presentation tools, and software packages that are beneficial to the operation of OHC. Such recommendations will be coordinated with the OHC IT representative as appropriate.

2.6.6 The Contractor shall analyze and recommend improvements to OHC work processes or data flow.

3.0 ORGANIZATION AND LEADERSHIP DEVELOPMENT SUPPORT

This effort shall include the delivery of a wide variety of products and consultation services in the context of optimizing individual, team, and organizational performance. This will include various team exercises and interventions, change management initiatives, individual and team coaching and mentoring, strategic planning, conflict resolution, formal and informal process improvement, human factor measuring and planning, and industrial and organizational psychology modeling. In addition, the Contractor shall plan, design, and conduct various training courses, to include technical courses as well as organizational and leadership development programs courses. The Contractor shall receive positive evaluations on any training or activities led, in accordance with AQL 2.2.2.2.3 in Attachment J-4. The Contractor shall provide the necessary procurements and logistical support.

3.1 Unique Technical Training

3.1.1 The contractor shall develop and conduct technical courses to meet specific needs of the MSFC technical community that cannot be met through standard college curricula.

3.1.2 The Contractor shall provide coaching/mentoring assistance to MSFC organizations, in technical areas of expertise such as the spacecraft Design Process, Engineering Risk Analysis, Structures, Materials, Avionics, Controls, Propulsion, Operations, Fluid Dynamics, and Flight Mechanics as requested. This service shall

include informal mentoring, delivered via e-mail, phone conversations or personal office visits.

3.1.3 The contractor shall prepare technical content, distribute technical training materials at training sessions and solicit written evaluation responses from attendees.

3.1.4 The Contractor shall design knowledge capture and management strategies, create advanced learning environments via electronic/computer-based tools, and prepare a variety of knowledge transfer materials, such as technical publications, and video archives. The Contractor shall identify MSFC science and engineering lessons learned, and communicate those lessons within the Center, and throughout the Agency as required.

3.1.5 The Contractor shall provide professional expertise and consultation for organization development and leadership development efforts focused on nurturing a healthy and effective organizational culture relevant to NASA's vision, mission and goals.

3.2 Organization and Leadership Development Programs

3.2.1 The Contractor shall provide a full range of support to include professional organization development consultation and change management expertise, including assessment, planning, implementation and evaluation. Support provided shall include abilities, skills and methods to effectively diagnose situational, interpersonal and organization dynamics, to identify innate individual and organizational strengths and root causes of ineffectiveness and inefficiency, and to provide suggestions and recommendations for improving the organizational culture, processes and performance.

3.2.2 The Contractor shall participate in the process for developing leaders by enhancing an empowering and high-performance culture, improving trust and communication; clarifying goals, roles, relationships, expectations, plans, priorities, and procedures; establishing group norms and values; developing effective teamwork; creating shared visions; and a variety of other skills, knowledge and experience widely considered to be functions of organization development professionals. The Contractor shall use tools and training courses such as, and including but not limited to, the Leadership Development Series, Situational Leadership II (Ken Blanchard), the Myers-Briggs Type Indicator personality inventory, Gallup Strength Finder Profile and Strengths coaching, Power+Systems Organizational Model, Appreciative Inquiry, and Dominance/Influence/Steadiness/Conscientiousness.

3.2.3 The Contractor shall perform client interventions using professional consulting models. This will include creating, proposing, and implementing strategies for organizational change, internal and external, collaboration and integration, communication and synergistic teamwork. Additionally, the Contractor shall provide follow-up assessments to determine outcomes and progress, as described by AQL 2.2.2.2.1 of Attachment J-4.

3.2.4 The Contractor shall support the Government with improving processes by teaching and applying the principles, systematic methodologies and tools of organizational quality improvement. The support shall include consultation, instruction and facilitation that result in identification of gaps between current methods and

processes and the ideal state, developing improvement action plans, and implementing actions to eliminate existing gaps in processes.

3.2.5 The Contractor shall develop a process for building process improvement skills and commitment to continuous improvement of quality and productivity within management and the workforce. Whenever appropriate, that process shall include instruction in existing and validated tools.

3.2.6 The Contractor shall have the responsibility of developing, documenting and presenting metrics that identify the before state, and presenting metrics that identify the after state of improved organizational processes.

3.2.7 The Contractor shall secure/administer/manage the various learning opportunities and programs initiated by MSFC and NASA Headquarters in leadership, organization development, and training, such as the Academy of Program/Project and Engineering Leadership (APPEL) aimed at Human Capital development.

3.2.8 The Contractor shall manage the Professional Intern Program (PIP), the Federal Career Intern Program (FCIP), and other human capital development programs, as necessary. This effort includes interfacing with NASA/MSFC managers to provide structure and guidance to professional interns, regarding required training, duty rotations, mentors, tracking of evaluations, and progress assessments, and provides advice to interns concerning presentations to management.

3.2.9 The Contractor shall support the succession planning activity by assisting in the development and the execution of the Succession Management Program. The Contractor shall interface with management and candidates, assist candidates with preparation of required applications and documentation, monitor and track candidate's progress, and prepare associated presentations to management.

3.2.10 The Contractor shall support the Personnel Management Advisory Committee (PMAC) regarding the various high level development programs for which PMAC is responsible by reviewing candidate applications and assisting with necessary changes in preparation for review by the Board.

3.2.11 The Contractor shall provide formal executive coaching using certified models and industry standards to optimize the performance of individual leaders.

3.3 Logistic Support for Leadership and Organization Development

3.3.1 The Contractor shall provide coordination expertise to organize and arrange facilities and logistics for retreats, workshops, training sessions, technical interchange meetings, organization development interventions, and leadership development sessions, both at the Center and off-site, which may be in the local commuting area, and/or at a location more than 50 miles away, and may require overnight stay. Travel cost will be in accordance with Clause B.7, Allowable Items of Cost.

3.3.2 The Contractor shall provide support for multiple activities occurring at the same time at various locations. Activities may be on-site or off-site. The Contractor

shall maintain contacts, technical experts, purchasing sources, and other resources to respond rapidly to last minute or quick turnaround requirements if necessary.

3.3.3 The Contractor shall determine all logistical/support requirements for leadership and organization development activities. The contractor shall consolidate the activity requirements and submit them to the organization's technical monitor or their designated representative in accordance with AQL 2.2.2.2.2 of Attachment J-4.

3.3.4 The Contractor shall be responsible for the procurement and/or coordination of all logistics associated with organizing programs and activities, to include occasionally managing the creation/production/set-up of publicity products, catering, rooms and speaker support, audiovisual equipment including transportation, if required, and supporting exhibits, unique to Organizational Development.

3.3.5 The Contractor shall attend and support activities as needed to ensure they run smoothly, comfortably, and with a minimum of logistical problems regarding availability of space, technical support and other contracted accommodations. Logistics shall involve travel and making arrangements for activities on-site and/or off-site from MSFC.

3.3.6 The Contractor shall provide advice on web site content requirements; support on line conference registration, and recommend, initiate, and as appropriate, review the content of brochures, posters and other products that support the Organization and Leadership Development Office.

3.4 Procurement for Organization and Leadership Development Services and Materials

3.4.1 The Contractor shall provide or procure all services and materials to support all functions as defined in Section 3.0. Services and material will be in accordance with Clause B.7, Allowable Items of Cost. The Contractor shall procure the use of instructors, consultants, organization development specialists, coaches, space and facilities for training sessions and organization/leadership development sessions (for both on-site and off- site activities), materials, supplies, equipment, and other support services/equipment/systems as required. The Contractor shall also be responsive to unique support requests transmitted by the COTR or the Contracting Officer in accordance with AQL 2.2.2.2.4 of Attachment J-4.

3.4.2 The Contractor shall enter trainee, course, and cost data into the Agency training administration system, such as System for Administration, Training, and Educational Resources for NASA (SATERN), and update with actual data, such as cost and attendance in accordance with AQL 2.2.2.5.3 of Attachment J-4.

3.4.3 The Contractor shall provide support to establish requirements to maintain a process for recording and sharing relevant information, statistics and metrics for all functions of the Organization and Leadership Development Office. This information shall include quarterly training services reports; data, charts and reports for the Leadership Development Series; and data, charts and reports for organization development projects.

3.4.4 The Contractor shall develop and implement purchasing processes/procedures for conducting this procurement effort, consistent with Clause B.7, Allowable Items of Cost.

4.0 WORKFORCE STRATEGY AND PLANNING

4.1 Strategic Workforce Analysis and Plans

4.1.1 The Contractor shall support the Office of Human Capital (OHC) in developing top-level strategic workforce analyses and plans that are linked to Agency and MSFC strategic and program planning efforts. The Contractor shall support the identification of mission critical occupations and competencies needed in the current and future workforce and shall support OHC in the development of strategies to close gaps.

4.1.2 The Contractor shall perform analysis to identify current and future human capital needs, including workforce size, deployment across the Center, and competencies needed for the Center to fulfill its mission. The Contractor shall perform Center organizational diagnosis and modeling activities to identify and document workforce capabilities, current trends, turnover, and possible gaps in organizational structure and/or workforce competencies. The Contractor shall provide the assessment of future workforce trends and emerging Center strategies and provide reports as to their relative alignment.

4.2 Workforce Studies and Data Analysis

4.2.1 The Contractor shall design and conduct a variety of comprehensive studies, support surveys, perform quantitative analysis, and statistical trending to identify and propose solutions to a wide range of current and future year workforce requirements and other human capital issues such as the effects of projected losses and gaps in workforce capabilities, effects of conversion to full-time permanent status, direct to indirect workforce ratio, appropriate full-time permanent to other-than full-time permanent workforce composition, deployment of support personnel, and recommended fresh-out hiring. The Contractor shall take the results of the studies and analysis and prepare statistical and narrative information for formal presentation to management. The Contractor shall meet all deadlines established by the COTR or the Contracting Officer in the pursuit of these activities in accordance with AQL 2.2.2.3.1 of Attachment J-4.

4.2.1.1 The Contractor shall produce reports of historical or planned workforce information. The Contractor shall track and report workforce metrics. The Contractor shall provide input and recommendations to OHC management regarding trends in strategic workforce planning in the human resources field.

4.2.1.2 The Contractor shall provide analysis on organizational planning issues, such as the expected impact of reorganizations or other mass changes or situations involving a broad perspective on complex, interrelated actions. The Contractor shall utilize change management and reengineering tools and techniques to provide recommendations to OHC management on a variety of organization design and workforce improvement activities. The Contractor shall interpret complex data on related issues such as position management, position classification, workforce planning and analysis, staffing, placement, and pay.

4.2.2 The Contractor shall perform complex data analysis using analytical tools on data extracted from Oracle personnel databases, and the Federal Personnel/Payroll System (FPPS) ensuring that data is correct and current.

4.3 Workforce Planning and Tracking

4.3.1 The Contractor shall work with personnel within the Office of Human Capital, Office of the Chief Financial Officer, and the Office of Strategic Analysis and Communication, in the development and tracking of both short and long range workforce requirements and phasing plans for NASA/MSFC budget planning of workforce full-time equivalents (FTE). The Contractor shall analyze workforce plans versus actual data, explain deviations, and recommend solutions.

4.3.2 The Contractor shall provide recommendations for Center staffing strategies that consider management of Full-time Equivalents (FTE) within programmatic and organizational personnel ceilings.

4.3.3 The Contractor shall support workforce planning by providing responses to workforce data requests from NASA or MSFC customers in accordance with AQL 2.2.2.3.2 of Attachment J-4. These requests may be for historical and planned future workforce information. The Contractor shall provide human resource data for electronic information systems. The Contractor shall assure data integrity, provide user assistance, and shall prepare information for formal presentation.

4.4 System Administration

4.4.1 The Contractor shall provide administration and oversight support for the NASA Competency Management System (CMS). The CMS is the workforce competency data system for NASA, and NASA/MSFC is responsible for coordination and collection of NASA/MSFC competency data for Center use and for Agency deliverables to NASA Headquarters. The Contractor shall support the granting of access to the system and provide overall help and assistance to system users.

4.4.2 The Contractor shall provide administration and oversight support for the NASA Workforce Integrated Management System (WIMS). The WIMS enables the NASA/MSFC to plan the workforce to current and future mission needs. The Contractor shall process the granting of access to the system, providing overall help and assistance to system users, updating the WBS and other tables, and supporting system functions such as system freezes and system refreshes.

4.5 Contractor Competency Data Reporting

The Contractor shall report the competencies and skills of its workforce at the mid-point and end of each contract year to the OHC Workforce and Strategy Planning Office. This competency determination shall be consistent with the NASA Competency Management Dictionary, with only the most significant competencies identified for each individual. The process to be used and the reporting format will be defined by the OHC Workforce Strategy and Planning Office.

5.0 ACADEMIC AFFAIRS

The Contractor shall provide implement and maintain a process to inspire, attract and engage students and educators in the pursuit of science, technology, engineering, and mathematics (STEM) disciplines. The purpose of NASA/MSFC Academic Affairs and education program is to strengthen the nation's future workforce, to strengthen and expand the K-16 stem pipeline, and to engage Americans in NASA's mission through a diverse portfolio of education initiatives that target America's students at all levels, including those in traditionally underserved and underrepresented communities. The objective is to result in a pipeline of a diverse group of the best and brightest students and educators in support of the human capital mission. For NASA/MSFC to meet its objectives, the Contractor shall provide support in the following areas:

5.1 Elementary and Secondary Education Programs

The Contractor shall support Elementary and Secondary projects by engaging students, educators, families, and institutions to achieve established goals. The Contractor shall provide educators with tools, experiences, and opportunities to further their education and participate in unique NASA learning experiences to enhance their knowledge of STEM disciplines. The Contractor shall interface on the behalf of NASA/MSFC with educational institutions with the role of providing the framework to unite students, families and educators for educational improvement.

5.2 Higher Education Programs

The Contractor shall support Academic Affairs by identifying shortfalls and matches between MSFC research needs and the skills and abilities available within U.S. higher education. The Contractor shall communicate this information to the Academic Affairs Office. Support for these areas may include, but is not limited to, support for Minority University Research and Education Programs (MUREP), summer programs for undergraduate and graduate students who could possibly support MSFC research and development. The Contractor shall interface with institutions of higher education and devise methods to strengthen their research capabilities and provide opportunities that attract and prepare increasing number of students for NASA-related careers.

The Contractor shall identify the research needs of the program offices and departments at MSFC; identify universities with the specific research capability to meet MSFC needs; identify "best practices" of university programs throughout NASA and within other organizations in both the public and private sectors as a basis for developing new university programs. These research activities will include establishing contact, gathering documentation and data from them and other relevant sources, and compiling and communicating the information in an understandable format.

5.3 Educator Resource Center (ERC)

5.3.1 The Contractor shall operate the MSFC Educator Resource Center (ERC), located off-site at the U.S. Space and Rocket Center, in the Education Training Facility, to provide educators access to NASA information on state-of-the-art instructional technologies, expertise, and facilities that enhance the teaching of STEM education at all levels. The Contractor shall provide these services in accordance with the Agency's goals and objectives for all ERCs.

5.3.2 The Contractor shall respond to customer requests, utilizing the resources of the ERC. The current hours of the ERC are 9:00 a.m. to 5:00 p.m., Monday through Friday, except federal holidays. These hours may be subject to change, depending on NASA and customer needs. The contractor shall provide adequate ERC staffing during operating hours and ensure ERC customer satisfaction in accordance with AQLs 2.2.2.4.1 and 2.2.2.4.2 of Attachment J-4.

5.4 Informal Education

5.4.1 The Contractor shall be engaged in a process for implementing activities to accomplish NASA's education goals in informal education settings and with community and industry partners. The Contractor shall provide informal partners with information on NASA informal education products and services and opportunities to work with NASA to develop the STEM workforce, encourage students to pursue STEM careers, and engage America in NASA's mission. Informal partners include museums, science centers, planetariums, libraries, after-school programs, community organizations, business and industry, the media and public.

5.4.2 The Contractor shall provide support in the administration of projects such as Field Trip to the Moon, Lunarautics, and Radiation and Human Space Flight, or others as identified. Project Management duties include overseeing overall performance (internal and external deliverables and schedule), manage budget, submit monthly progress reports, coordinate with partners and stakeholders on open or vague elements of projects (conference, dissemination, focus of original proposals). Curriculum development includes the following: research, review and evaluate existing content related educational materials; develop new content related education materials; ensure that educational materials are in accordance with NASA Education Framework and Communications standards; distribution of educational products via NASA and other networks. Workshop development includes: development of hands-on classroom activities; delivering workshops featuring hands-on activities at conferences; ensuring that materials are in accordance with NASA Education Framework and Communications standards and messages; distributing workshop materials via NASA and other networks.

5.5 Program Support

5.5.1 The Contractor shall be responsible for the preparation of requirements for education programs, initiatives, web sites and data bases.

5.5.2 The Contractor shall provide coordination and logistics support for education projects, both MSFC specific and Agency supported, that include project management, communication at Center and Headquarters levels, incorporation of NASA expertise, and the hosting of special events.

5.5.3 The Contractor shall assist in outreach activities and informing the public about Center education projects at MSFC and throughout NASA. These activities include; assisting in project logistical support, teacher/student workshops, programming specific tours, and general dissemination of NASA products and services for informing the public.

5.5.4 The Contractor shall, as requested by the Government, provide input to the NASA Education Evaluation Information System (NEEIS), Education Programs Department weekly notes, Weekly Activity Reports, Academic Affairs Office Database system, and other reports as required.

5.6 Education Initiatives

The Contractor shall support a myriad of educational initiatives and programs which are intended for all levels of students, as well as educators, such as the Great Moonbuggy Race, the Student Launch Initiative, FIRST Robotics, NASA Explorer Schools, Engineering Design Challenges, Alabama A&M Senior Day, the MSFC Co-op Program, and other initiatives and projects, that educate, engage, and attract students, educators, families, and general public to the NASA mission and STEM disciplines, by communicating, gathering data, fact finding, planning, and assisting in the execution of the activity. The customer satisfaction associated with these initiatives in accordance with AQL 2.2.2.4.3 of Attachment J-4.

5.7 e-Technology

The Contractor shall determine means to increase student, educator, and public access to NASA education resources via the establishment of requirements for e-Education as a principal learning support system. The Contractor shall be responsible for developing common procedures and practices that capture the essence of NASA and are relevant to NASA constituencies. The Contractor shall utilize technology tools and products to support partnering with Mission Directorates and cross-cutting organizations and program offices to create rich, effective learning experiences and connections for a range of audiences. The Contractor shall maintain the NASA policy of ensuring information resources are acquired and managed in a manner that implements the policies, procedures and priorities of the Agency and the Government. The Contractor shall provide educational support in establishing requirements for the development of educational electronic games, consistent with the goals to inspire, attract, and engage students, and educators for educational purposes to the NASA mission and STEM disciplines.

5.8 Conference Planning and Coordination

The Contractor shall provide for conference planning and logistics unique to the academic/education function and execute plans to ensure that conferences run smoothly, and in a coordinated manner.

5.9 Unique Educational Staffing and Support

The Contractor shall provide requirements and staffing support to exhibits which are unique to the education and academic affairs function. Such support shall include working with the NASA/MSFC Office of Strategic Analysis and Communications to prepare the requirements for creation and shipment of exhibits, (including but not limited to pop-ups, exhibits, posters and other display materials and publications) for the educational public. Upon shipment or delivery of the exhibits, the Contractor shall staff the exhibit to inform and educate the public about the MSFC research, programs and projects which are being displayed, and which are unique to education and academic affairs.

5.10 Partnerships and Linkages

The Contractor shall provide for strategic partnerships, coalitions, collaborations, and linkages with formal and informal education providers and partners, including but not limited to state and federal alliances.

5.11 Grant Coordination Support

The Contractor shall support the Civil Servant lead with preparation of grant language and requirements in the review of proposals for grants, and other activities in coordination with the NASA/MSFC Procurement Office, NASA Shared Service Center (NSSC), for education grants made by MSFC to universities, non-profit organizations and other entities.

5.12 Intergovernmental Personnel Actions (IPA) Coordination

The Contractor shall coordinate the IPA function which facilitates cooperation between Federal Government and Non-Federal Government organizations, through the provision of individuals to work on research, programs, projects and initiatives at MSFC.

5.13 Diversity and Equal Opportunity Support

The Contractor shall assist the NASA/MSFC Office of Diversity and Equal Opportunity (ODEO) in the development and administration of activities designed to promote equal opportunity and diversity at NASA/MSFC, and to foster a commitment to create an environment that is free from unlawful discrimination.

5.13.1 The Contractor shall coordinate NASA/MSFC and Team Redstone activities, public forums and conferences supported by the ODEO, designed to enhance inclusion of the minority community and individuals with disabilities into the majority workforce.

5.13.2 The Contractor shall assist in outreach activities in the community and in informing the public about diversity and equal opportunity programs through suggested web site improvements, logistics and staffing for exhibits, supporting the creation of brochures, posters, and other public information products.

5.13.3 The Contractor shall respond to inquiries for information about NASA/MSFC diversity and equal opportunity.

5.13.4 The Contractor shall manage and implement the NASA/MSFC Minority Summer Internship Program. This shall include recruiting and placing students for the summer program, and planning and conducting workshops for the interns.

6.0 TRAINING AND INCENTIVES

The Contractor support required for this effort shall include the administration and execution of training and conference procurements. Additionally, the Contractor shall

provide services in support of incentive awards, logistics and administrative/management support for Marshall Institute.

6.1 Incentive Awards

6.1.1 The Contractor shall perform a variety of duties in the support of Incentive Awards services to MSFC employees such as entering awards data into the Agency Awards System (NASA Automated Awards System, NAAS), participating in the processing of awards, reviewing of honor award nominations, and the preparation of certificates, which may include printing and framing as appropriate.

6.1.2 The Contractor shall plan and administer certain awards, including cash awards for superior accomplishments, honorary awards, and other special awards in accordance with available NASA regulations and policies.

6.1.3 The Contractor shall coordinate incentive awards activities between the various organizations and the Center by ensuring timely and continuous publicity to all phases of the program by preparing and disseminating appropriate news releases through the Public and Employee Communications Office, including write-ups covering individual awards, group awards and similar program activities.

6.1.4 The Contractor shall perform a variety of duties such as scheduling, preparation of materials, and reservation of space in the support of appropriate ceremonies and, when deemed advisable, arrange for presentations by Center Director or his designated representative.

6.1.5 The Contractor shall render staff assistance to administrative officers and management officials advising them on the latest regulatory and instructional material relating to the awards program, ensuring an awareness of responsibilities to facilitate participation in promoting the awards program throughout the Center.

6.1.6 The Contractor shall implement and maintain management advisory services to the Center in all matters involving the awards program.

6.1.7 The contractor shall make preliminary reviews of all recommendations for honorary awards to ensure that they are in compliance with established policies and procedures.

6.1.8 The Contractor shall establish and maintain data required to provide relevant statistical analysis and metrics to the Training and Incentives Office. This information should be in form of narrative reports, graphics and charts, and summary analysis of information and reported on a monthly basis.

6.2 Marshall Institute Operations

6.2.1 The Contractor shall administer and coordinate the operation of the Marshall Institute Training facilities: (1) Self Study Learning Center (SSLC) and classrooms, located at MSFC Building 4200, Room G13; and (2) the Education-Training Facility (ETF), located at the Space & Rocket Center, consisting of traditional

classrooms (including audio-visual), computer classrooms, equipment, and storage areas (containing course materials and classrooms supplies).

6.2.2 The Contractor shall communicate Marshall Institute (MI) activities via appropriate channels to include publishing daily, weekly, and monthly classroom schedules, both electronically and in hard copy.

6.2.3 The Contractor shall develop and administer a learning materials needs and evaluation for all SSLC courseware.

6.2.4 The Contractor shall assist the Training and Incentives Office staff in the use of available media for daily announcements of scheduled courses and activities available to MSFC employees at both facilities.

6.2.5 The Contractor shall make arrangements for downlinks of seminars through appropriate access for employee participation.

6.2.6 The Contractor shall provide reminder notices to participants prior to the scheduled training.

6.2.7 The Contractor shall update SATERN, NASA's training administration system, or any future library management system selected by the Center or the Agency, especially the library management function, presently provided by AdminStar.

6.2.8 The Contractor shall participate on the team to develop a method to increase the functionality of the Library Management System of SATERN and manage special projects such as determining requirements for on-line training and accompanying licenses, the activity to provide web curriculum for engineering and other certifications, and the development of a curriculum for Management Support Assistant (MSA), Executive Support Assistant (ESA), and Administrative Officer (AO) training. The Contractor shall explore new technologies and benchmark industry regarding cutting-edge methods and materials and other SSLC functions.

6.2.9 The Contractor shall develop and maintain metrics relevant to SSLC and classrooms utilization of ETF and G13 on a weekly basis.

6.2.10 The Contractor shall establish and maintain data required to provide relevant statistical analysis and metrics to the Training and Incentives Office. This information should be in form of narrative reports, graphics and charts, and summary analysis of information and reported on a monthly basis.

6.3 Logistics for Training and Incentives

6.3.1 The Contractor shall provide coordination expertise to organize and arrange facilities and logistics for award ceremonies, meetings and MI training facilities or Center facilities, as necessary.

6.3.2 The Contractor shall coordinate multiple meetings/training sessions occurring at the same time at the Marshall Institute Training Facilities.

6.3.3 The Contractor shall maintain contacts, technical experts, purchasing sources, and other resources to respond rapidly to last minute or quick turnaround requirements if necessary.

6.3.4 The Contractor shall provide all logistical/support requirements for all on-site and off-site award ceremonies, meetings and training and incentives activities. The Contractor shall consolidate the activity requirements and submit them to the organization's technical monitor or designated representative in accordance with AQL 2.2.2.5.1 of Attachment J-4.

6.3.5 The Contractor shall arrange all logistics associated with organizing programs and activities, to include occasionally managing the creation/production/set-up of publicity products, catering, rooms and speaker support, audiovisual equipment including transportation if required.

6.3.6 The Contractor shall attend and implement activities as needed to troubleshoot any problems that may arise related to contractual obligations of the vendor regarding logistics and negotiate last minute changes or requests

6.3.7 The Contractor shall evaluate the current systems for providing support and continually seek and recommend ways to improve the process, saving costs and time. The Contractor shall report any process improvements and/or cost savings in the Quarterly Progress Report (DRD –1133MA-002).

6.3.8 The Contractor shall provide web site content to meet requirements; permit on-line conference registration, and recommend, initiate, and oversee the content of brochures, posters and other products that support Training and Incentives Office activities.

6.3.9 The Contractor shall be responsible for all activities and coordination associated with paying any speaker's fees.

6.4 Procurement of Training Courses, Training and Incentives Services Support and Materials

6.4.1 The Contractor shall procure training, incentive awards services support, the use of instructors, space and facilities for training sessions, and award ceremonies, materials, supplies, equipment, and other support services/equipment/systems as required. The Contractor shall place all training orders in accordance with AQL 2.2.2.5.2 of Attachment J-4.

6.4.2 The Contractor shall enter trainee, courses, and cost data into the Agency training administration system, such as SATERN, and update with actual data, such as cost and attendance, in accordance with AQL 2.2.2.5.3 of Attachment J-4.

6.4.3 The Contractor shall provide relevant statistical analysis and metrics, based on data referenced in 6.4.2, to the Training and Incentives Office. This information should be in form of narrative reports, graphics and charts, and summary analysis of information and reported on a monthly basis.

6.4.4 The Contractor shall develop appropriate purchasing processes/procedures for conducting this procurement effort, consistent with Government policies and regulations.

7.0 EMPLOYEE SERVICES & OPERATIONS

The Contractor shall provide support services to manage the Employee Assistance Program, to provide support to the Executive Resources Program, and to provide for the collection and analysis of Human Capital data.

7.1 Employee Assistance Program (EAP) Coordinator

7.1.1 These services shall include employee assessments and diagnostic evaluations; short term counseling (short term is defined as an average of five visits or less); referral to local area resources for additional counseling/treatment and support services (the cost of services received from referral sources is borne by the employee or family member); referral to locally available community services and support systems; and consultation for manager and supervisors.

7.1.2 The Contractor shall provide an EAP for MSFC in accordance with applicable NASA and MSFC regulations and policies.

7.1.3 The Contractor shall provide promotional materials and participate in the NASA Drug Free Workplace Program.

7.1.4 The Contractor shall provide Employee Assistance Program status reports on a monthly basis and other related administrative/statistical reports as required, and in accordance with AQL 2.2.2.6.1 of Attachment J-4.

7.1.5 The Contractor shall provide development and maintenance of a Critical Incident Stress Management Plan for the Center.

7.1.6 The Contractor shall provide program management and appropriate administrative services necessary to operate the program.

7.1.7 The Contractor shall provide consultations and/or briefings to management, union officials, human capital staff, and others to promote understanding of the advantages of EAP, to establish working relationships with these groups, to encourage referrals to EAP when appropriate, and to provide training.

7.1.8 The contractor shall provide educational and training opportunities for issues regarding physical or mental health for both individual and group consumption in accordance with AQL 2.2.2.6.2 of Attachment J-4.

7.2 Executive Resources Program (ERP) Support

7.2.1 The Contractor shall process Senior Executive Service (SES) personnel actions, (and GS personnel actions on a limited basis), such as new hires, reassignments, level increases/pay adjustments, transfers, resignations, and details; managing up-to-date MSFC information on the Office of Personnel Management (OPM)

SES data base; gain a thorough understanding and working knowledge of policies, regulations, and rules, pertaining to the ERP; track ERP and other metrics as required and maintain relevant data bases; and coordinate changes to the official MSFC organizational chart and charter.

7.2.2 The Contractor shall prepare SES/Scientific and Professional/Senior Level vacancy announcements, position descriptions, receive applications to determine whether basic qualifications of all applicants have been met relative to Office of Personnel Management (OPM) guidelines, and prepare data sheets on SES applicants for the Executive Resources Panel. The Contractor shall provide a weekly status report of SES selection activities in accordance with AQL 2.2.2.6.3 of Attachment J-4. The Contractor shall also perform these tasks for GS positions on a limited basis. The Contractor shall work with SES candidates to write/edit Executive Core Qualifications in compliance with HQ and the OPM requirements to ensure certification by HQ Executive Resources Panel and OPM as per the established OHC process. The Contractor shall be responsible for writing justifications for SES candidates/positions for Center/Administrator consideration/approval and writing and disseminating Key Personnel Announcements in accordance with AQL 2.2.2.6.5 of Attachment J-4. The Contractor shall provide information for succession management as requested.

7.2.3 The Contractor shall assist the program coordinator with the SES Candidate Development Program by providing the preliminary screening of applications, preparing data sheets for Executive Resources Panel consideration, submitting Center nominations for the NASA Administrator for approval, and briefing candidate(s), supervisors and mentors on program requirements. The contractor shall advise candidates/mentors/supervisors on development of candidate Individual Development Plans and mentor appraisals; and writing/editing/submitting final packages through Center and Agency management for OPM certification. The Contractor shall proof/edit justifications for Presidential and Meritorious Rank awards and coordinate the SES performance appraisal process.

7.2.4 The Contractor shall monitor the OPM schedule of progress for SES appointments and keep the Program Coordinator informed of any schedule problems. The Contractor shall provide recommendations on the resolution of scheduling problems and implement accepted recommendations.

7.2.5 The Contractor shall be in constant contact with the office of participating SES personnel to ensure that SES performance appraisal narratives are completed and that documentation is submitted to Headquarters by the established deadlines in accordance with AQL 2.2.2.6.4 of Attachment J-4.

7.3 Human Resource Data Base Support

The Contractor shall define requirements for establishment, enhancement or modification to OHC human capital data bases.

7.4 Planning and Analysis

The Contractor shall analyze, assess, report and provide presentations as required to support routine and unique studies and projects using human capital data.

7.5 Employee Benefits

7.5.1 The Contractor shall provide advice, guidance, and information to groups and individual employees on employee benefits, such as the retirement, Federal Employee Health Benefits (FEHB), Federal Employees Group Life Insurance Programs (FEGLI), and the Thrift Savings Plan (TSP). The Contractor shall provide brochures, pamphlets, comparison charts, and cost information as supplied by programs and carriers. The Contractor shall assist employees with new enrollment, changes, cancellation requests, and other operations related to FEHB such as paying premiums with pre-tax dollars. The Contractor shall assist in the transition of benefits processing to the NASA Shared Services Center.

7.5.2 The Contractor shall assist in developing and presenting orientation briefings for new employees and other groups of employees on the available programs, their general coverage and benefits, and the costs of the specific plans and programs. The Contractor shall also provide Human Resources Benefits counseling services within the Center to managers in Human Resources matters involving benefits, e.g., life and health insurance, NASA life insurance plan, TSP, beneficiary designations, retirement contributions and plans, etc.

7.5.3 The Contractor shall utilize the Marshall Personnel Information System and the NASA Organizational Profile System for generating specialized reports and for accessing employee data. The Contractor shall utilize the Federal Personnel and Payroll System (FPPS) for processing personnel actions in assigned organizational units of primary responsibility. The Contractor shall assist a senior HR Specialist in issuing FPPS security login identifications and passwords for personnel with approved access. The Contractor shall enter official documentation into the file system maintained to support security access authorizations. The Contractor shall assist in monitoring FPPS information to ensure system-generated personnel actions are processed prior to the pay period deadline.

7.5.4 The Contractor shall assist in the review of a full range of official personnel actions. The Contractor shall determine if all elements on the personnel actions are correct. The Contractor shall also serve as the back-up for the review and certification of these actions. The Contractor shall apply knowledge of the Office of Personnel Management regulations as well as NASA Human Resources rules, procedures, and technical methods which apply to processing personnel actions. The Contractor shall possess delegated signatory authority for effecting all personnel actions and benefits actions at the Center.

8.0 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)

The Government shall procure, through supplemental agreements and the IDIQ portions, those services that cannot be predetermined or quantified in advance. Individual IDIQ task orders will be awarded in accordance with Attachment B, paragraph B.3. The Contractor shall include a summary status of each active IDIQ task in the Quarterly Progress Report in accordance with DRD 1133MA-002, which includes such things as accomplishments, problems encountered, and recommendations.

8.1 Career Transition Assistance Program

The Contractor shall provide career transition assistance and placement services for employees of MSFC and other NASA employees located at MSFC. The specific objectives of this requirement are:

8.1.1 The Contractor shall develop strategies to assess employee's skills, competencies, options, and matches for employment elsewhere in NASA, elsewhere in the public and private sector, as well as provide assistance in developing skills to assess and analyze retirement feasibility.

8.1.2 The Contractor shall provide career resource services to assist impacted employees prepare for, search for, compete for, and successfully secure new jobs through one-on-one counseling, group training sessions, resume critiquing, interview coaching, and by internet-based job searches and making available internet tools to aid in the job search and preparation.

8.1.3 The Contractor shall undertake outreach efforts in order to maintain lines of communication with local and national employers, interest groups, academia, and Federal, state, and local governments in order to identify job opportunities and facilitate job interviews.

8.1.4 The Contractor shall provide job search support in the public and private sector to include, as appropriate, internet-based job searches, access to appropriate periodicals and related job aids, and actual job solicitation campaigns among appropriate employers in the labor market.

8.1.5 The Contractor shall provide instruction to affected employees on how to prepare an effective resume, how to prepare for an employment interview, how to negotiate salary and benefits, and how to prepare a self-marketing plan. This will include critiques of resumes prepared by employees for such factors as presentation, grammatical accuracy, and responsiveness to competencies of positions for which application is submitted.

8.1.6 The Contractor shall develop and conduct workshops that include counseling on Veterans' Benefits, planning an effective job search, time management and organization skills, change management, stress/anger management and effective coping skills, financial planning, unemployment compensation, services available under the Worker's Investment Act, Social Security benefits, Federal retirement counseling, transition to teaching, and networking.

8.1.7 The Contractor shall provide Federal specific information and assistance to affected employees (voluntary retirement, early retirement, or resignation) regarding reemployment, retirement (CSRS and FERS) severance pay, benefits, reduction-in-force procedures, Interagency Career Transition Assistance Plan, and unemployment compensation.

8.2 Recruitment and Placement

The Contractor shall support the line organization in providing services necessary to fill vacancies either through internal or external sources. These services shall be provided

in conjunction with the Human Resources Specialist (HRS) that supports the organization where the vacancy exists.

8.2.1 The Contractor shall provide managers, employees, and job applicants with advice, information and interpretation of the Agency's recruitment and placement procedures, practices, policies, and guidelines (including the Agency's Competitive Placement Plan).

8.2.2 The Contractor shall maintain up-to-date information on current hiring authorities available to Federal agencies and those unique to NASA or MSFC.

8.2.3 The Contractor shall review recruitment and placement actions and provide guidance and information to the submitter regarding any further information necessary to complete the action. The Contractor shall use the current automated staffing tools provided to generate vacancy announcement, search plans, job analysis, and referral lists/certificates. The Contractor shall determine whether qualification requirements are met, establish competitive registers and refer qualified applicants to management officials for interviews. The Contractor shall ensure compliance with Veteran's Preference laws and other priority placement programs. The Contractor's work shall be reviewed and approved by the appropriate HRS.

8.2.4 The Contractor shall provide recommendations for improving or clarifying processes or procedures to alleviate potential or existing problems. The Contractor shall participate in internal audits of procedures, processes and recordkeeping systems.

8.2.5 The Contractor shall either serve as an examiner for delegated examining announcements or support the HRS who has this examining authority.

8.2.6 The Contractor shall prepare and issue any correspondence necessary to complete the required functions. The Contractor will answer applicant inquiries and issue notices to applicants.

8.2.7 The Contractor shall extend employment offers to selected applicants and process personnel actions in accordance with Office of Personnel Management (OPM) and Agency regulations and pay fixing guides.

8.2.8 The Contractor shall maintain a tracking system in order to provide weekly status updates on the progress of internal and external actions.

8.3 Position Management and Classification

The Contractor shall provide a full range of position management and classification advice and services. These services will be provided in conjunction with the HRS who supports the organization where the action is being considered.

8.3.1 The Contractor shall provide studies relating to the classification of positions at MSFC. These studies may include matters related to competitive levels; Fair Labor Standards Act determinations; NASA Classification Codes (NCC); OPM title, series, and grade; position sensitivity; requirements for random drug testing, or other

classification matters as necessary. The Contractor shall develop the study, analyze the results, and report the findings to the requesting party.

8.3.2 The Contractor shall provide both general and specific position management advice to the HRS or manager as requested. This will include position management advice on individual actions or major reorganizations in order to provide for the most efficient organizational structure.

8.3.3 The Contractor shall maintain an up-to-date knowledge of position classification and position management policies and regulations provided by OPM, NASA, and MSFC.

8.3.4 The Contractor shall audit positions as necessary to determine the correct duties of the position; the correct NCC; and the correct OPM title series and grade. These audits may be initiated at the request of managers, employees, or as required as a result of classification appeals. The Contractor shall provide comprehensive evaluation statements to support the findings of these audits.

8.3.5 The Contractor shall provide advice to the requesting HRS or manager regarding the development of accurate position descriptions and prepare evaluation statements which support these classification actions.

8.3.6 The Contractor shall review draft and final position classification standards for impact on positions at MSFC. The Contractor shall apply these standards to existing or new positions to determine the effect these standards will have on current classification and position management.

8.3.7 The Contractor shall maintain a tracking system in order to provide monthly reports of accomplishments.

8.4 Leave Administration Programs

The Contractor shall provide services to administer leave programs for MSFC. These services will be provided for any Center organization and will be in support of the HRS who supports that organization.

8.4.1 The Contractor shall administer leave programs including, but are not limited to, the Voluntary Leave Transfer Program, the Family and Medical Leave Act, the Advance Sick Leave Program, Military Leave, leave for blood donation, Sick Leave for Family Care and Bereavement Purposes, and Sick Leave to Care for a Family Member with a Serious Health Condition. (When the Voluntary Leave Transfer Program and the Advance Sick Leave Program are transferred to the NASA Shared Services Center, the Contractor shall be the point of contact for the NSSC for these programs).

8.4.2 The Contractor shall maintain an up-to-date knowledge of the Code of Federal Regulations, OPM, and NASA requirements regarding leave programs. The Contractor shall prepare responses to proposed OPM or Headquarters changes to these programs.

8.4.3 The Contractor shall keep MSFC management and employees informed of new or revised leave policies and adjust Center policies to reflect these changes. The

Contractor shall be responsible for planning, developing, and implementing changes as required.

8.4.4 The Contractor shall perform any special studies, reports, or analysis required related to leave programs.

8.5 Drug Testing Pool Maintenance

The Contractor shall provide a full range of services for maintaining an accurate pool of employees subject to random drug testing. This will be in support of the HRS servicing the organization where the employee works and in support of the HRS managing the drug testing program.

8.5.1 The Contractor shall monitor newly classified position descriptions to ensure that positions targeted for random drug testing are placed in the random drug testing pool and coded accordingly. The Contractor shall monitor the movement of employees subject to random drug testing from one position to another to determine if they should remain in the pool.

8.5.2 The Contractor shall monitor the establishment of positions required to have secret or top secret clearances or access to program critical hardware to ensure they are included in the pool.

8.5.3 The Contractor shall prepare notification letters to employees going into the program, track the responses to those notifications, and inform the NSSC of employees being added to the drug testing pool.

8.5.4 The Contractor shall maintain signed copies of employee's acknowledgement of being subject to random drug testing and validate that a signed copy is on file for each employee selected by the NSSC for random drug testing.

8.5.5 The Contractor shall maintain an up-to-date knowledge of NASA and Government-wide drug testing policies. The Contractor shall implement any changes to the program which may occur.

8.5.6 The Contractor shall perform any special studies, reports, or analysis of the program as required.

8.6 Interim Support from Human Capital Subject Matter Experts

The contractor shall provide subject matter experts in human capital consulting, as required, on an interim basis, or for a long-term period, across the broad spectrum of the human capital discipline area in its strategic, operational and administrative roles, such as, strategic planning and metrics, organizational development expertise, staffing and classification, employee recruitment, motivation and retention, awards, human capital information technology, compensation and benefits, employee health, workforce trending and analysis, statistical analysis, training, education, customer service, performance management, coaching, mentoring, communication skills, and employee relations.

[END OF ATTACHMENT J-1]

DATA PROCUREMENT DOC.
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CONTRACT/RFQ

EXHIBIT NUMBER

J-2

ATTACHMENT NUMBER

Centerwide Office of Human Capital Support Services

PROJECT/SYSTEM

DATA PROCUREMENT DOCUMENT

Will Technology, Inc.

CONTRACTOR

April 01, 2007

DATE

National Aeronautics and
Space Administration

National Aeronautics and Space Administration				DATA PROCUREMENT DOC.	
DOCUMENT CHANGE LOG				NO. ISSUE	
				1133 Basic	
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	INTRO	SGR	DRL	DRD	

MSFC - Form 3461-1 (Rev August 1970)

National Aeronautics and Space Administration			DATA PROCUREMENT DOC.		
PAGE REVISION LOG			NO. 1133	ISSUE Basic	
NOTE: The current revision is denoted by a vertical line in the outer margin adjacent to the affected text.		AS OF: 04/01/07	SUPERSEDING:	PAGE:	
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1.0 INTRODUCTION

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

1.2 DPD Description: This DPD consists of a Document Change Log, a Page Revision Log, 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 addresses shall be noted on a separate distribution list to be furnished by the Contracting Officer. The Contracting Officer's letter may include other information pertinent to delivery of data, as required.

2.3.2 Format

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

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

2.3.3 Data Restriction Marking

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

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

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

International Traffic in Arms Regulations (ITAR) Notice

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

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

Export Administration Regulations (EAR) Notice

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

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

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

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

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

2.3.4 Transmittal

2.3.4.1 Data shall be transmitted to NASA by entry into the MSFC Integrated Engineering Capability (IEC) Design Data Management System (DDMS), 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.

2.4 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.

Centerwide Office of Human Capital Support Services
Data Requirements List

<u>DRD</u>	<u>DATA TYPE</u>	<u>TITLE</u>	<u>OPR</u>
CD - Contractual Data 1133CD-001	2	Contract Information Technology Security Program Plan	IS10
LS - Logistics Support 1133LS-001	2	Government Property Management Plan	AS41
MA - Management 1133MA-001	1	Management Plan	HS01
1133MA-002	2	Quarterly Progress Reports	HS01
1133MA-003	2	Financial Management Report (533M)	CS40
1133MA-004	3	Badged Employee and Remote IT User Listing	AS50
1133MA-005	3	Contractor Employee Clearance Document	AS50
1133MA-006	3	Position Risk Designation for Non-NASA Employee Form	AS50
1133MA-007	3	Organizational Conflict of Interest (OCI) Avoidance Plan	PS33
SA - Safety 1133SA-001	2	Safety, Health, and Environmental (SHE) Plan	AS10/QD50
1133SA-002	3	Mishap and Safety Statistics Reports	QD50

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1133 **ISSUE:** Basic
2. **DRD NO.:** **1133CD-001**
3. **DATA TYPE:** 2
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** Contract Information Technology Security Program Plan
7. **DESCRIPTION/USE:** To ensure that the contractor fully understands the Information Technology (IT) security requirements of NFS 1852.204-76 and NPR 2810.1. This plan will demonstrate that the contractor understands the Federal and NASA IT security requirements and details how they plan to implement an effective IT security program.
8. **OPR:** IS10 9. **DM:** HS01
10. **DISTRIBUTION:** Per Contracting Officer's letter. One copy shall go to the Organization Computer Security Official.
11. **INITIAL SUBMISSION:** 30 days after contract award
12. **SUBMISSION FREQUENCY:** Revise after any significant changes. Review and update every three years.
13. **REMARKS:** The Federal Information Security Management Act (FISMA) of 2002 applies to both information and information systems used by NASA, its contractors, and other organizations and sources, it has somewhat broader applicability than that of prior security law. That is, the NASA IT security program and its requirements apply to all organizations (sources) which possess or use Federal or NASA information – or which operate, use, or have access to Federal or NASA information systems – on behalf of NASA.
14. **INTERRELATIONSHIP:** PWS paragraph 2.5
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The extent of the Contract IT Security Program Plan can vary and shall be appropriate to comply with the breadth of sensitivity level security requirements for protecting information and information technology (IT) when the Contractor or its subcontractors must obtain physical or electronic access requiring, at a minimum, single factor authentication to NASA's computer systems, networks, or IT infrastructure, or where information is stored, generated, or exchanged by/with 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.
- 15.2 **APPLICABLE DOCUMENTS:**

NFS 1852.204-76	<i>Security Requirements for Unclassified Information Technology Resources (November 2004 [Deviation])</i>
NPR 2810.1	<i>Security of Information Technology</i>
ITS-SOP-00018	<i>Contract IT Security Program Plan Procedures</i>
- 15.3 **CONTENTS:** The Contract IT Security Program Plan shall meet the requirements of ITS-SOP-00018.
- 15.4 **FORMAT:** Contractor format is acceptable. The requirements of ITS-SOP-00018 shall be adequately covered and readily identifiable.
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1133 **ISSUE:** Basic
2. **DRD NO.:** **1133LS-001**
3. **DATA TYPE:** 2
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** Government Property Management Plan
7. **DESCRIPTION/USE:** To describe the method of controlling and managing Government property.
8. **OPR:** AS41 9. **DM:** HS01
10. **DISTRIBUTION:** Cognizant property administrator
11. **INITIAL SUBMISSION:** Preliminary three months after Authority to Proceed (ATP) (including phase-in period).
12. **SUBMISSION FREQUENCY:** Final one year after ATP, revise as required
13. **REMARKS:** This document shall be the official contract requirements document for the control and identification of all Government property.
14. **INTERRELATIONSHIP:** PWS paragraph 2.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Government Property Management Plan defines the contractor's methods of care, accounting, and control of Government property.
- 15.2 **APPLICABLE DOCUMENTS**

FAR	<i>Federal Acquisition Regulation, Part 45</i>
NPR 5100.4B	<i>Federal Acquisition Regulation Supplement, (NASA/FAR Supplement) Part 18-45 and latest revisions thereto</i>
- 15.3 **CONTENTS:** This plan shall satisfy the requirements of the documents listed in 15.2, and the contract. This plan shall consist of those procedures which constitute the contractor's property management system and shall include the following categories:

a. Property management.	i. Reports.
b. Acquisition.	j. Consumption.
c. Receiving.	k. Utilization.
d. Identification.	l. Maintenance.
e. Records.	m. Subcontractor control.
f. Movement.	n. Disposition.
g. Storage.	o. Contract close-out.
h. Physical inventories.	
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | |
|-------------------------|--------------------------------------|
| 1. DPD NO.: 1133 | 2. DRD NO.: 1133MA-001 |
| 3. DATA TYPE: 1 | 4. DATE REVISED: |
| | 5. PAGE: 1/1 |
6. **TITLE:** Management Plan
7. **DESCRIPTION/USE:** To provide a description of the Contractor's management system, organization and provide insight for accomplishing the requirements set forth in the contract.
8. **OPR:** HS01 9. **DM:** HS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** 30 days after Authority to Proceed (ATP) (including phase-in period)
12. **SUBMISSION FREQUENCY:** Revise as required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 2.1.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Management Plan shall describe the Contractor's concept plans, practice, and approach for accomplishing the requirements set forth in the contract, i.e., managing and controlling project tasks, and management interfaces. The plan shall be in such detail as necessary to convey the Contractor's internal procedures.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:**
- a. The plan shall include a detailed description by which the Contractor proposes to accomplish each task down to the Level III WBS task level.
 - b. The plan shall also include a description of management concepts, plans, project management and task/control systems, organizational approach, and communication channels between the Contractor and the Government. This shall include descriptions, flow charts, schedules, and other documentation necessary to give a comprehensive plan of organization and accomplishment.
 - c. The plan shall include the Contractor's approach for risk assessment.
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1133 **ISSUE:** Basic
2. **DRD NO.:** **1133MA-002**
3. **DATA TYPE:** 2
4. **DATE REVISED:**
5. **PAGE:** 1/2
6. **TITLE:** Quarterly Progress Reports
7. **DESCRIPTION/USE:** To provide data for the assessment of contract progress. To provide visibility to Contractor and MSFC Management of actual and potential problems and progress toward meeting the requirements of the contract.
8. **OPR:** HS01 9. **DM:** HS01
10. **DISTRIBUTION:** Per Contracting Officer's Letter
11. **INITIAL SUBMISSION:** Ten working days following the end of the first quarter after task order authorization to proceed (ATP).
12. **SUBMISSION FREQUENCY:** The report shall be submitted ten working days following the end of each period.
13. **REMARKS:** 1 paper copy to MSFC procurement, electronic copy to COTR.
14. **INTERRELATIONSHIP:** PWS paragraph 8.0
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Quarterly Progress Report shall provide a comprehensive status on all active tasks and include the necessary information to assess status and identify problems that need resolution for accomplishment of the contract tasks. The Quarterly Progress Report shall address every performance requirement contained in Attachment J-4 (and summarized in Attachment J-5). In cases where the Acceptable Quality Level (AQL) is not met, this report shall contain rationale explaining any deficiencies and a corrective action plan to ensure these deficiencies do not occur in the future. Quarterly Progress Reports in the middle of each 6-month performance evaluation period shall provide an interim AQL status. Quarterly Reports at the end of each 6-month performance evaluation period shall contain the contractor's final assessment of performance during that evaluation period for each AQL/performance requirement. The Quarterly Progress Report shall also contain any Contractor process improvements and/or cost savings and any Contractor recommendations for ways the Government may improve processes, save costs and/or time.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** As a minimum, the report shall contain the following information:
 - a. Overview of work accomplished during the reporting period.
 - b. Discussion of non-routine tasks for the next reporting period.
 - c. Indications of any problems, which may impede performance or impact performance, schedule or cost.
 - d. Discussion of every performance requirement contained in Attachment J-4 (and summarized in Attachment J-5), including rationale explaining any deficiencies (cases where the Acceptable Quality Level (AQL) is not met), and a corrective action plan to ensure these deficiencies do not occur in the future.
 - e. Any Contractor process improvements and/or cost savings and any Contractor recommendations for ways the Government may improve processes, save costs and/or time.

DRD Continuation Sheet

TITLE: Quarterly Progress Reports

DRD NO.: 1133MA-002

DATA TYPE: 2

PAGE: 2/2

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

15.4 **FORMAT:** Contractor format is acceptable provided all necessary requirements are met. Submission in electronic format is strongly encouraged.

15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1133 **ISSUE:** Basic
2. **DRD NO.:** **1133MA-003**
3. **DATA TYPE:** 2
4. **DATE REVISED:**
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 redetermination, and fixed price incentive contracts.
8. **OPR:** CS40 9. **DM:** HS01
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 2.3
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 WBS, 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 by contract year and at the end of each Government fiscal year. A summary page at the contract level shall be included reflecting the cumulative since inception cost for the contract. The 533M Report shall be provided for each active task order. All of the elements of cost (including labor hours) as described above shall be reported by WBS Level I (total contract); Level II (2.0, 3.0, 4.0, 5.0, 6.0, 7.0, & 8.0); and Level III (2.1, 2.2, 2.3, etc.).
- 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.
- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1133 **ISSUE:** Basic
2. **DRD NO.:** **1133MA-004**
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** Badged Employee and Remote IT User Listing
7. **DESCRIPTION/USE:** To assist NASA in conducting contractor floor checks and to determine if the employees meet the minimum background investigation requirements.
8. **OPR:** AS50 9. **DM:** HS01
10. **DISTRIBUTION:** Per Contracting Officer's letter. One copy each shall go to MSFC's Protective Services Office and Facilities Planning and Business Management Office.
11. **INITIAL SUBMISSION:** No later than 10 working days after Authority to Proceed (ATP) (including phase-in period)
12. **SUBMISSION FREQUENCY:** Formal update quarterly and email changes as personnel changes occur to distribution. If deemed necessary by the Contracting Officer, the contractor shall submit the list at times other than stated.
13. **REMARKS:** Reference is made to Federal Acquisition Regulation (FAR) Clause, FAR 52.215-2, *Audit and Records--Negotiations* (June 1999), NPR 1600.1, *NASA Security Program Procedural Requirements*.
14. **INTERRELATIONSHIP:** PWS paragraph 2.1.3
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)

1. **DPD NO.:** 1133 **ISSUE:** Basic
2. **DRD NO.:** **1133MA-005**
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** Contractor Employee Clearance Document
7. **DESCRIPTION/USE:** To ensure that badged contractor employees who no longer require Center access properly clear all accounts when the access is no longer needed.
8. **OPR:** AS50 9. **DM:** HS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Immediately upon when the access is no longer needed.
12. **SUBMISSION FREQUENCY:** As required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 2.1.3
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.: 1133 | 2. DRD NO.: 1133MA-006 |
| 3. DATA TYPE: 3 | 4. DATE REVISED: |
| | 5. PAGE: 1/1 |
6. **TITLE:** Position Risk Designation for Non-NASA Employee
7. **DESCRIPTION/USE:** To ensure that contractor employees are screened to an appropriate risk determination in accordance with NPR 1600.1, *NASA Security Program Procedural Requirements*, Chapter 4.
8. **OPR:** AS50 9. **DM:** HS01
10. **DISTRIBUTION:** Per Contracting Officer's letter. One copy shall go to MSFC Protective Services Office.
11. **INITIAL SUBMISSION:** No later than 10 working days after Authority to Proceed (ATP)
12. **SUBMISSION FREQUENCY:** Update as personnel or position changes occur
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 2.1.3
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Position Risk Designation for Non-NASA Employee provides information necessary to determine the type of investigation required and how closely an individual is screened for a position.
- 15.2 **APPLICABLE DOCUMENTS:**
 NPR 1600.1 *NASA Security Program Procedural Requirements*
- 15.3 **CONTENTS:** The Position Risk Designation for Non-NASA Employee shall contain all the information required by NASA Form 1760 in accordance with NPR 1600.1, *NASA Security Program Procedural Requirements*.
- 15.4 **FORMAT:** NASA Form 1760, "Position Risk Designation for Non-NASA Employee".
- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1133 **ISSUE:** Basic
2. **DRD NO.:** **1133MA-007**
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/2
6. **TITLE:** Organizational Conflict of Interest (OCI) Avoidance Plan
7. **DESCRIPTION/USE:** To demonstrate to the Government that the Contractor will mitigate organizational conflicts of interest and ensure that the contractor provides unbiased, impartial advice and adequately protects sensitive data.
8. **OPR:** PS33 9. **DM:** HS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** 30 working days following Authority to Proceed (ATP)
12. **SUBMISSION FREQUENCY:** Update as required
13. **REMARKS:** Reference is made to Contract Clauses I.14, *Access to Sensitive Information (NFS 1852.237-72)*, and I.15, *Release of Sensitive Information (NFS 1852.237-73)*.
14. **INTERRELATIONSHIP:** PWS paragraph 2.0
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Organizational Conflicts of Interest Avoidance Plan demonstrates that no organizational conflict of interest exists or that any such potential conflicts have been adequately avoided or mitigated, especially when using subject matter experts or technical experts connected to any prime contractor or subcontractor performing or planning to propose on design, development, and/or delivery of space flight hardware, software, mission integration services or other critical systems related to MSFC. The Contractor should not assume that government performance of a contracted task is a form of mitigation.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3. **CONTENTS:** The Organizational Conflicts of Interest Avoidance Plan shall include the following:
 - a. Organizational conflicts of interest pertaining to impaired objectivity shall be addressed as follows:
 1. Describe the nature of the conflict including any business relationships that might create a conflict with the performance of the work statement
 2. Describe the plan for avoiding, neutralizing, or mitigating the conflict, including the following with regard to subject matter experts/technical experts if applicable:
 - (a) That the management reporting chains between this contract and the work performed by the subject matter experts/technical experts for the conflicting business relationship are separated from each other.

DRD Continuation Sheet

TITLE: Organizational Conflict of Interest (OCI) Avoidance Plan

DRD NO.: 1133MA-007

DATA TYPE: 2

PAGE: 2/2

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

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

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1133 **ISSUE:** Basic
2. **DRD NO.:** **1133SA-001**
3. **DATA TYPE:** 2
4. **DATE REVISED:**
5. **PAGE:** 1/3
6. **TITLE:** Safety, Health, and Environmental (SHE) Plan
7. **DESCRIPTION/USE:** To provide the contractor and the Government a baseline document for planning, management, control, and implementation of the contractor's industrial/occupational safety, health, and environmental program in accordance with NFS 1852.223-73.
8. **OPR:** AS10/QD50 9. **DM:** HS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Preliminary with proposal
12. **SUBMISSION FREQUENCY:** Ten days after Authority to Proceed (ATP) (including phase-in period); update as required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** NFS 1852.223-70, *Safety and Health*; NFS 1852.223-73, *Safety and Health Plan*; FAR 52.223-5, *Pollution Prevention and Right-to-Know Information*; FAR 52.223-10, *Waste Reduction Program*; FAR 52.223-13, *Certification of Toxic Chemical Release Reporting*; and FAR 52.223-14, *Toxic Chemical Release Reporting*. DRD 1133SA-002, *Mishap and Safety Statistics Report*. PWS paragraph 2.4.1
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>
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>
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>

DRD Continuation Sheet

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

DRD NO.: **1133SA-001**

DATA TYPE: 2

PAGE: 2/3

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

MPD 1840.1	<i>MSFC Environmental Health Program</i>
MPR 1840.2	<i>MSFC Hazard Communication Program</i>
MPD 1860.1	<i>Laser Safety</i>
MPR 1800.1	<i>Bloodborne Pathogens</i>
MWI 3410.1	<i>Personnel Certification Program</i>
MPR 8715.1	<i>Marshall Safety, Health and Environmental (SHE) Program</i>
MWI 8715.9	<i>Occupational Safety Requirements for MSFC Contractors</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 Safety, Health, and Environmental Plan shall describe the manner in which the contractor implements the requirements of the applicable documents as they pertain to the specific statement of work tasks to be performed and updated when necessary. The Safety, Health and Environmental Plan shall clearly state if the contracted effort contain potentially hazardous or non-hazardous operations and fully address the following applicable topics:

- a. Management leadership and employee involvement:
 1. Statement of management policy and 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 that include documented safety meetings and 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. Method of program evaluation that identify the methods and frequency for internal evaluation of the safety, health, and environmental program.
 5. Method to ensure the Flowdown of safety responsibilities between all company levels and subcontractors, when applicable.
 6. Identification by title the individual who will be responsible for the implementation of the SHE program elements.
 7. Method to ensure compliance with MPR 8715.1, when work will be performed onsite at MSFC.
- b. System and worksite analysis:
 1. Methods of hazard identification, e.g., hazard analysis, safety assessment, change analysis, risk assessment and employee identified concerns.
 2. Requirements for formal worksite safety inspections as required by OSHA, to including schedule and documentation requirements. Onsite OSHA inspections are performed by NASA
 3. Requirements for documented supervisors' safety visits. Onsite safety visits shall be performed once per month per supervisor and documented in the Supervisors Safety Web page.

DRD Continuation Sheet

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

DRD NO.: 1133SA-001

DATA TYPE: 2

PAGE: 3/3

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

- c. Hazard prevention and control:
 - 1. Method of ensuring a documented emergency management program. Include a list of emergency points of contract. (Note: Onsite contractors may use MPR 1040.3.)
 - 2. Method of investigating all mishaps and close calls to determine root cause, including an outline of reporting requirements. (Reference DRD 1133SA-002, *Mishap and Safety Statistics Report*).
 - 3. Method for providing safety, health, and environmental services applicable to the contracted effort such as hazardous waste disposal, industrial hygiene monitoring, emergency medical support, hearing conservation program, and hazard communication. (These services can be provided by MSFC for onsite work.)
 - 4. Method for employees to suspend work where safety or environmental conditions warrant such action.
- d. Safety and health training:
 - 1. Method for training each employee to recognize hazards, avoid accidents, know the hazards specific to their job, and understand the disciplinary program.
- e. Environmental compliance- Provisions for compliance with environment 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 storm-water 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.:** 1133 **ISSUE:** Basic
2. **DRD NO.:** **1133SA-002**
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/2
6. **TITLE:** Mishap and Safety Statistics Reports
7. **DESCRIPTION/USE:** To provide reporting of metrics, mishaps, close calls, and serious non-occupational injuries or illnesses.
8. **OPR:** QD50 9. **DM:** HS01
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 task order Authority to Proceed (ATP).
 - 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. 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.
 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:** DRD 1133SA-001, *Safety, Health, and Environmental (SHE) Plan*. PWS paragraph 2.4.2

DRD Continuation Sheet

TITLE: Mishap and Safety Statistics Reports

DRD NO.: 1133SA-002

DATA TYPE: 3

PAGE: 2/2

15.0 **DATA PREPARATION INFORMATION:**

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

15.2 **APPLICABLE DOCUMENTS**

NPR 8621.1 *NASA Procedural Requirements for Mishap Reporting, Investigating, and Recordkeeping*

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

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

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

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

15.5 **MAINTENANCE:** None required

ATTACHMENT J-3

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

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

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: **2005-2007**
Revision No.: **3**
Date Of Last Revision: **12/06/2006**

States: **Alabama**, Tennessee

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

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

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.47
01012 - Accounting Clerk II	14.65
01013 - Accounting Clerk III	16.77
01020 - Administrative Assistant	21.27
01040 - Court Reporter	17.16
01051 - Data Entry Operator I	10.78
01052 - Data Entry Operator II	12.84
01060 - Dispatcher, Motor Vehicle	16.31
01070 - Document Preparation Clerk	12.47
01090 - Duplicating Machine Operator	12.47
01111 - General Clerk I	10.25
01112 - General Clerk II	11.18
01113 - General Clerk III	13.15
01120 - Housing Referral Assistant	17.51
01141 - Messenger Courier	8.95
01191 - Order Clerk I	11.24
01192 - Order Clerk II	15.27
01261 - Personnel Assistant (Employment) I	13.50
01262 - Personnel Assistant (Employment) II	15.08
01263 - Personnel Assistant (Employment) III	16.33
01270 - Production Control Clerk	18.39
01280 - Receptionist	11.02
01290 - Rental Clerk	11.79
01300 - Scheduler, Maintenance	15.32
01311 - Secretary I	15.32
01312 - Secretary II	17.16
01313 - Secretary III	19.14
01320 - Service Order Dispatcher	13.83
01410 - Supply Technician	21.27
01420 - Survey Worker	16.43
01531 - Travel Clerk I	9.71
01532 - Travel Clerk II	10.28
01533 - Travel Clerk III	10.96
01611 - Word Processor I	12.34
01612 - Word Processor II	13.77
01613 - Word Processor III	16.31

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.50
05010 - Automotive Electrician	16.73
05040 - Automotive Glass Installer	15.94
05070 - Automotive Worker	15.94
05110 - Mobile Equipment Servicer	14.45
05130 - Motor Equipment Metal Mechanic	17.50
05160 - Motor Equipment Metal Worker	15.94
05190 - Motor Vehicle Mechanic	15.98
05220 - Motor Vehicle Mechanic Helper	12.52
05250 - Motor Vehicle Upholstery Worker	15.22
05280 - Motor Vehicle Wrecker	15.94
05310 - Painter, Automotive	15.28
05340 - Radiator Repair Specialist	15.94
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	17.50
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.84
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.57
07130 - Food Service Worker	8.09
07210 - Meat Cutter	13.32
07260 - Waiter/Waitress	6.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.16
11060 - Elevator Operator	8.06
11090 - Gardener	12.11
11122 - Housekeeping Aide	8.62
11150 - Janitor	8.06
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	7.29
11260 - Pruner	8.72
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	8.24
12000 - Health Occupations	
12010 - Ambulance Driver	14.33
12011 - Breath Alcohol Technician	13.57
12012 - Certified Occupational Therapist Assistant	18.49
12015 - Certified Physical Therapist Assistant	18.49
12020 - Dental Assistant	13.91
12025 - Dental Hygienist	18.58
12030 - EKG Technician	20.57
12035 - Electroneurodiagnostic Technologist	20.57
12040 - Emergency Medical Technician	14.33
12071 - Licensed Practical Nurse I	12.46
12072 - Licensed Practical Nurse II	14.00
12073 - Licensed Practical Nurse III	15.68

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12100 - Medical Assistant	10.79
12130 - Medical Laboratory Technician	14.02
12160 - Medical Record Clerk	11.28
12190 - Medical Record Technician	13.60
12195 - Medical Transcriptionist	12.40
12210 - Nuclear Medicine Technologist	29.83
12221 - Nursing Assistant I	8.77
12222 - Nursing Assistant II	9.87
12223 - Nursing Assistant III	10.76
12224 - Nursing Assistant IV	12.08
12235 - Optical Dispenser	13.68
12236 - Optical Technician	10.14
12250 - Pharmacy Technician	12.24
12280 - Phlebotomist	12.08
12305 - Radiologic Technologist	20.57
12311 - Registered Nurse I	19.83
12312 - Registered Nurse II	24.27
12313 - Registered Nurse II, Specialist	24.27
12314 - Registered Nurse III	29.36
12315 - Registered Nurse III, Anesthetist	29.36
12316 - Registered Nurse IV	35.18
12317 - Scheduler (Drug and Alcohol Testing)	16.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.77
13012 - Exhibits Specialist II	21.76
13013 - Exhibits Specialist III	26.45
13041 - Illustrator I	17.77
13042 - Illustrator II	21.76
13043 - Illustrator III	26.45
13047 - Librarian	22.08
13050 - Library Aide/Clerk	12.82
13054 - Library Information Technology Systems Administrator	21.15
13058 - Library Technician	14.67
13061 - Media Specialist I	14.37
13062 - Media Specialist II	16.07
13063 - Media Specialist III	17.92
13071 - Photographer I	13.58
13072 - Photographer II	15.68
13073 - Photographer III	18.78
13074 - Photographer IV	22.96
13075 - Photographer V	27.87
13110 - Video Teleconference Technician	14.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.39
14042 - Computer Operator II	17.39
14043 - Computer Operator III	18.63
14044 - Computer Operator IV	23.78
14045 - Computer Operator V	26.73
14071 - Computer Programmer I (1)	20.66
14072 - Computer Programmer II (1)	24.76
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	13.39
14160 - Personal Computer Support Technician	23.78

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15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.68
15020 - Aircrew Training Devices Instructor (Rated)	32.29
15030 - Air Crew Training Devices Instructor (Pilot)	33.42
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	24.89
15070 - Flight Instructor (Pilot)	33.42
15080 - Graphic Artist	19.60
15090 - Technical Instructor	16.29
15095 - Technical Instructor/Course Developer	20.67
15110 - Test Proctor	17.16
15120 - Tutor	17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.37
16030 - Counter Attendant	7.37
16040 - Dry Cleaner	9.26
16070 - Finisher, Flatwork, Machine	7.37
16090 - Presser, Hand	7.37
16110 - Presser, Machine, Drycleaning	7.37
16130 - Presser, Machine, Shirts	7.37
16160 - Presser, Machine, Wearing Apparel, Laundry	7.51
16190 - Sewing Machine Operator	9.78
16220 - Tailor	10.23
16250 - Washer, Machine	7.99
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.38
19040 - Tool And Die Maker	24.86
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.82
21030 - Material Coordinator	18.39
21040 - Material Expediter	18.39
21050 - Material Handling Laborer	10.29
21071 - Order Filler	10.87
21080 - Production Line Worker (Food Processing)	14.00
21110 - Shipping Packer	12.98
21130 - Shipping/Receiving Clerk	12.98
21140 - Store Worker I	10.50
21150 - Stock Clerk	14.24
21210 - Tools And Parts Attendant	14.82
21410 - Warehouse Specialist	14.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	17.04
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	17.04
23023 - Aircraft Mechanic III	17.71
23040 - Aircraft Mechanic Helper	17.44
23050 - Aircraft, Painter	19.32
23060 - Aircraft Servicer	19.34
23080 - Aircraft Worker	20.27
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.66
23125 - Cable Splicer	19.76
23130 - Carpenter, Maintenance	17.56
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	23.21
23181 - Electronics Technician Maintenance I	16.30

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23182 - Electronics Technician Maintenance II	25.55
23183 - Electronics Technician Maintenance III	26.62
23260 - Fabric Worker	16.54
23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72
23311 - Fuel Distribution System Mechanic	18.79
23312 - Fuel Distribution System Operator	16.80
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	19.34
23382 - Ground Support Equipment Worker	20.27
23391 - Gunsmith I	13.46
23392 - Gunsmith II	14.84
23393 - Gunsmith III	16.27
23410 - Heating, Ventilation & Air-Conditioning Mechanic	18.38
23411 - Heating, Ventilation & Air Conditioning Mechanic (R&D Facility)	19.30
23430 - Heavy Equipment Mechanic	18.38
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	20.67
23465 - Laboratory/Shelter Mechanic	15.56
23470 - Laborer	10.33
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	16.92
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	20.67
23592 - Metrology Technician II	21.55
23593 - Metrology Technician III	22.41
23640 - Millwright	18.79
23710 - Office Appliance Repairer	18.09
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	18.90
23810 - Plumber, Maintenance	18.06
23820 - Pneudraulic Systems Mechanic	18.79
23850 - Rigger	18.79
23870 - Scale Mechanic	17.29
23890 - Sheet-Metal Worker, Maintenance	18.38
23910 - Small Engine Mechanic	16.75
23931 - Telecommunications Mechanic I	18.38
23932 - Telecommunications Mechanic II	20.21
23950 - Telephone Lineman	18.38
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.79
23970 - Woodcraft Worker	18.79
23980 - Woodworker	16.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.78
24580 - Child Care Center Clerk	9.71
24610 - Chore Aide	7.65
24620 - Family Readiness And Support Services Coordinator	11.71
24630 - Homemaker	12.32
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.86
25040 - Sewage Plant Operator	17.87
25070 - Stationary Engineer	18.86
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	17.56

27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.88
27007 - Baggage Inspector	9.95
27008 - Corrections Officer	14.36
27010 - Court Security Officer	15.75
27030 - Detection Dog Handler	12.55
27040 - Detention Officer	14.36
27070 - Firefighter	15.75
27101 - Guard I	9.95
27102 - Guard II	12.55
27131 - Police Officer I	17.14
27132 - Police Officer II	19.05
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	8.93
28042 - Carnival Equipment Repairer	9.38
28043 - Carnival Equipment Worker	7.40
28210 - Gate Attendant/Gate Tender	12.23
28310 - Lifeguard	10.90
28350 - Park Attendant (Aide)	13.68
28510 - Recreation Aide/Health Facility Attendant	9.99
28515 - Recreation Specialist	12.25
28630 - Sports Official	10.90
28690 - Swimming Pool Operator	14.23
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.70
29020 - Hatch Tender	17.70
29030 - Line Handler	17.70
29041 - Stevedore I	16.90
29042 - Stevedore II	18.56
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.94
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.27
30021 - Archeological Technician I	15.69
30022 - Archeological Technician II	17.56
30023 - Archeological Technician III	21.76
30030 - Cartographic Technician	23.09
30040 - Civil Engineering Technician	20.75
30061 - Drafter/CAD Operator I	15.69
30062 - Drafter/CAD Operator II	17.77
30063 - Drafter/CAD Operator III	18.64
30064 - Drafter/CAD Operator IV	22.94
30081 - Engineering Technician I	12.79
30082 - Engineering Technician II	15.89
30083 - Engineering Technician III	19.09
30084 - Engineering Technician IV	26.34
30085 - Engineering Technician V	30.74
30086 - Engineering Technician VI	37.17
30090 - Environmental Technician	20.17
30210 - Laboratory Technician	18.37
30240 - Mathematical Technician	23.77
30361 - Paralegal/Legal Assistant I	14.87
30362 - Paralegal/Legal Assistant II	18.43
30363 - Paralegal/Legal Assistant III	22.54
30364 - Paralegal/Legal Assistant IV	27.28
30390 - Photo-Optics Technician	22.75

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30461 - Technical Writer I	18.73
30462 - Technical Writer II	22.91
30463 - Technical Writer III	25.38
30491 - Unexploded Ordnance (UXO) Technician I	20.73
30492 - Unexploded Ordnance (UXO) Technician II	25.09
30493 - Unexploded Ordnance (UXO) Technician III	30.07
30494 - Unexploded (UXO) Safety Escort	20.73
30495 - Unexploded (UXO) Sweep Personnel	20.73
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	18.39
30621 - Weather Observer, Senior (3)	18.79
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.74
31030 - Bus Driver	12.67
31043 - Driver Courier	12.36
31260 - Parking and Lot Attendant	8.86
31290 - Shuttle Bus Driver	13.11
31310 - Taxi Driver	9.91
31361 - Truckdriver, Light	13.11
31362 - Truckdriver, Medium	16.16
31363 - Truckdriver, Heavy	16.83
31364 - Truckdriver, Tractor-Trailer	16.83
99000 - Miscellaneous Occupations	
99030 - Cashier	8.82
99050 - Desk Clerk	6.90
99095 - Embalmer	20.73
99251 - Laboratory Animal Caretaker I	8.23
99252 - Laboratory Animal Caretaker II	13.46
99310 - Mortician	20.73
99410 - Pest Controller	12.10
99510 - Photofinishing Worker	10.58
99710 - Recycling Laborer	12.99
99711 - Recycling Specialist	13.44
99730 - Refuse Collector	11.23
99810 - Sales Clerk	10.45
99820 - School Crossing Guard	10.42
99830 - Survey Party Chief	14.67
99831 - Surveying Aide	9.04
99832 - Surveying Technician	12.37
99840 - Vending Machine Attendant	12.42
99841 - Vending Machine Repairer	14.23
99842 - Vending Machine Repairer Helper	12.42

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

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

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining

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agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

ATTACHMENT J-3

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

ATTACHMENT J-4

SURVEILLANCE AND PERFORMANCE INCENTIVE FEE PLAN

The Contractor's performance for Office of Human Capital at MSFC, as outlined in Attachment J-5, Performance Requirements Summary (PRS), and explained in attachment J-1, Performance Work Statement (PWS), and Section B (paragraphs B.1 – B.7), shall be evaluated using this Surveillance and Performance Incentive Fee Plan. The evaluation criteria and incentive fee structure are outlined below.

1.0 Evaluation Criteria

Both the mission requirements (PWS 1.0 through 7.0) and the Indefinite Delivery/Indefinite Quantity (IDIQ) requirements (PWS 8.0) of this contract are performance based and utilize various methods to calculate fee based upon the defined acceptable quality levels for the performance of this contract. Tools used for assessing and determining Contractor performance and fee are the Contractor's Financial Management Report (DRD 1133MA-003), Quarterly Progress Reports (DRD 1133MA-002), and the Attachment 5 PRS. PRS includes customer satisfaction questionnaires (30% of total estimated fee) and unique performance metrics (45% of total estimated fee).

Performance Incentive Fee shall be weighted and distributed as shown in Attachment J-5 PRS. Due to dynamic Center commitments and changing priorities, the Government may issue a contract modification to revise the PRS prior to the start of any 6-month evaluation period and/or whenever any IDIQ tasks are added.

Fee for performance of a listed service, specified in column two of the PRS, is accepted and paid at the fee percentage indicated in column four of the PRS when the Acceptable Quality Level (AQL) meets or exceeds that indicated in column three. The Contractor shall submit Quarterly Progress Reports (DRD 1133MA-002), along with rationale explaining any PRS area where performance deficiencies were noted. If the performance is below an AQL during a 6-month evaluation period, the Contractor shall submit a written corrective action plan to ensure these deficiencies do not occur in the future. The Contracting Officer (CO), with the support of the Contracting Officer's Technical Representative (COTR), will review the Quarterly Progress Reports, along with other evaluation criteria stated herein, and determine if there were any actions by the Government, or any other mitigating circumstances, that should be considered in the fee score evaluation.

2.0 Contract Fee

2.1 Earned Cost and Performance Incentive Fees. The cost fee will be evaluated annually and the performance incentive fee will be evaluated semi-annually. See Clauses B.4 and B.5 for additional information on how cost and performance incentive fee will be added to the contract.

2.2 Performance Incentive Measurement. The Contractor shall perform self-evaluation and report findings on the Quarterly Progress Report (DRD 1133MA-002). The reported items shall include the standard of performance tasks outlined in

Attachment J-5, PRS. Not all efforts under this contract are included in the PRS; however, lack of inclusion in the PRS in no way relieves the Contractor of the obligation to perform all delineated tasks as defined in the PWS. The Progress Report data will be reviewed and validated by COTR appointed technical monitors. The technical monitors will be responsible for reporting any discrepancies to the COTR. The Government will conduct random audits of the Progress Report to validate the accuracy of data submitted by the Contractor. Other surveillance techniques employed by the Government include a Customer Satisfaction Survey described in paragraph 2.2.1 below.

2.2.1 Customer Satisfaction. As a measure of the quality of the services provided for the Mission and IDIQ portions, the COTR shall, on a quarterly basis, distribute a customer satisfaction questionnaire to each of the contract monitors within OHC. Note: The Contracting Officer and the COTR will also complete a customer satisfaction questionnaire. Each survey respondent will provide performance evaluation input and forward the results to the COTR. This information, along with other evaluation criteria mentioned in Attachment J-4, paragraph 1.0, Evaluation Criteria, will be used to assess Contractor performance and determine fee for each 6-month evaluation period. 30 percent of the available fee shall be based upon customer satisfaction score for the Mission and IDIQ segments of the PWS. Customer satisfaction rating will be based on the attributes in the list below. Survey respondents may score any attribute "N/A" if they feel it is not applicable for any time period or area of Contractor effort they are evaluating. This survey shall include all Mission segment requirements contained in the PWS, as well as any IDIQ tasks which may be awarded.

Customer Satisfaction Survey Form

Attribute	Score (0 - 10)
1. Assignment and utilization of personnel.	
2. Recognition of critical problem areas.	
3. Adequacy of staffing – qualified and trained personnel.	
4. Cooperation and effective working relationships with others.	
5. Appropriate use of state of the art technology.	
6. Planning, organizing, and managing all program elements.	
7. Establishment and effectiveness of process controls, such as contractor specific business processes, and work processes.	
8. Actions taken to achieve and sustain high level of productivity.	
9. Response to emergencies and other unexpected situations.	
10. Quality - appearance, thoroughness and accuracy of products.	
11. Schedule - Meeting key program milestones and contractual delivery dates; anticipating and resolving problems; recovery from delays; reaction time and appropriateness of response to changes.	
12. Processing Documentation - timely and efficient preparation, implementation, and closeout.	
13. Safety - providing a safe work environment; conducting periodic inspections of all facilities, maintaining records and reporting as required to meet contract requirements.	
Average Score	

ADJECTIVE RATING	DESCRIPTION	NUMERICAL SCORE
Excellent	Performance exceeds standard by a substantial margin, with few elements for improvement, all of which are minor.	9 - 10
Very Good	Performance exceeds standard; and although there may be several elements for improvement, these are more than offset by better performance in other elements.	7 - 8
Good	Performance is standard; and elements for improvement are approximately offset by better performance in other elements.	5 - 6
Fair	Performance is less than standard; and although there are elements of standard or better performance, these are more than offset by lower performance in other elements.	3 - 4
Poor	Performance is less than standard by a substantial margin; and there are many elements for improvement which are not offset by better performance in other areas.	1 - 2

The scored ratings will be averaged from all applicable inputs from both quarters in any one rating period and converted to a fraction (by dividing by the maximum possible score of 10 for each attribute rated). This fraction will then be multiplied by the maximum available fee (30 percent) to determine the available fee as a result of Customer Satisfaction during any evaluation period. In so doing, each technical monitor shall have an equal input into the overall Customer Satisfaction incentive fee score. Specific comments or suggestions for performance improvement will be discussed with the Contractor by the COTR and Contracting Officer after each quarterly assessment.

2.2.2 Unique task metrics. As a measure of the quality of the services provided for the Mission portions, unique metrics are listed for each functional area. The combined total of these unique metrics for the Mission (and any IDIQ tasks awarded) represent 45 percent of the available fee.

2.2.2.1 Program Management (PWS 2.0). The efficiency of the Contractor's Program Management is evaluated by the individual AQL's listed below:

2.2.2.1.1 The contractor shall fill 100 percent of the vacancies and/or new positions within 30 calendar days of a formal Government request to earn 100 percent of the fee allocated to this AQL. To earn 80 percent of the fee, the Contractor shall fill all vacancies and/or new positions within 45 calendar days of a formal Government request. Where the Contractor is unable to fill any vacancies and/or new positions after 45 calendar days of task award (without a Government-approved extension, the contractor shall receive 0 percent fee.

Time to fill vacancies	% of available fee
100% within 30 days	100%
100% filled within 45 days	80%
Any vacancies open more than 45 days	0%

2.2.2.1.2 RESERVED

2.2.2.1.3 The Contractor shall not be the cause of customer complaints. The Contractor shall receive 1 or less customer complaints issued in writing by the COTR during each 6 month evaluation period for 100 percent of the fee. The Contractor shall receive customer complaints issued in writing by the COTR of two (2) or less per 6 month evaluation period for 80 percent of fee. Where the Contractor receives 3 or more customer complaints issued in writing by the COTR during a 6 month evaluation period, the contractor shall receive 0 percent fee.

Number of customer complaints	% of available fee
1 or less	100%
2	80%
Greater than 2	0%

2.2.2.1.4 The Contractor shall adhere to all safety policies and regulations. The contractor shall adhere to safety, health and environmental policies and regulations established by the contract, and 90 or more percent of the eligible employees will be in attendance at monthly safety meetings held by the Contractor administrative manager, for the Contractor to earn 100 percent of fee. The Contractor shall adhere to safety, health, and environmental policies and regulations established by the contract, and 80 percent of eligible employee attendance at monthly safety meetings held by the Contractor administrative manager, for the Contractor to earn 80 percent of fee. Where the Contractor does not adhere to established safety, health, and environmental policies and regulations established by the contract, and/or has less than 80 percent eligible employee attendance at monthly safety meetings held by the Contractor administrative manager, the Contractor shall receive 0 percent of fee.

% of eligible employee attendance at monthly safety meetings	% of available fee
90% or more	100%
80% - 89%	80%
Less than 80% and/or lack of adherence to established safety and health policies	0%

2.2.2.1.5 The Contractor shall adhere to the MSFC Quality (ISO) System. The Contractor shall adhere to the ISO 9001, 14001, and Marshall Management System with 0 non-conformances (NCR's) assessed by internal or external auditors, as a result of the Contractor's non-conformance, for the Contractor to earn 100 percent of fee. The Contractor shall adhere to the ISO 9001, 14001, and Marshall

Management System with 1 minor NCR for the Contractor to earn 80 percent of the available fee. Where the Contractor has more than 1 minor NCR or 1 or more major NCRs, the Contractor shall receive 0 percent of fee.

Number of nonconformances	% of available fee
0	100%
1 minor	80%
More than 1 minor; or 1 or more major	0%

2.2.2.1.6 The Contractor shall meet schedule milestones. The Contractor shall meet the scheduled reporting dates contained in each contract Data Reporting Document (DRD) contained in the Attachment J-2 to receive 100 percent of fee for this metric. Where the Contractor delivers any DRD after the defined date during any evaluation period, 0 percent fee shall be earned for this requirement.

Number of DRD schedule milestones met	% of available fee
100 %	100%
Less than 100 %	0%

2.2.2.2 Organization and Leadership Development Support (PWS 3.0). The efficiency of the Contractor’s Organization and Leadership Development support is evaluated by the individual AQL’s listed below:

2.2.2.2.1 The Contractor shall provide consulting and intervention follow-up. The Contractor shall provide follow-up assessment for progress and outcome review for 25 percent of those groups for which they provided organization group consulting and/or intervention within the 6-month evaluation period in order to receive 100 percent of fee. Where the Contractor does not provide follow-up assessment for progress and outcome reviews to 25 percent of the groups for which they provided organization group consulting and/or intervention within the 6 month evaluation period, the Contractor shall receive 0 percent of fee.

% of group follow-up	% of available fee
25%	100%
Less than 25%	0%

2.2.2.2.2 The Contractor shall respond to logistical and support requests. The Contractor shall determine all logistical and support requirements for any requested offsite organizational development activity within 2 business days of receiving the request. 90 percent of all requests during any 6-month reporting period must meet these schedule requirements in order for the Contractor to receive 100 percent of the allotted fee. If more than 10 percent of the requests exceed the 2-day requirement during any reporting period, no fee will be awarded.

% requests receiving required response	% of available fee
90%	100%
Less than 90%	0%

2.2.2.2.3 The Contractor shall receive positive evaluations on any training or activities led. 90 percent of evaluations for all courses or activities that are taught or led by the Contractor must receive a cumulative score of “Agree” on a scale of Strongly Agree, Agree, Neutral, Disagree, or Strongly Disagree; or a cumulative score of 4 on a numerical scale of 1-5 (with 5 being the most positive evaluation), to receive 100 percent of the allotted fee for this requirement during any 6-month reporting period. Less than 90 percent of the total evaluations receiving an “Agree” / 4 or higher, will result in no fee awarded.

% requests receiving positive response	% of available fee
90% or more	100%
Less than 90%	0%

2.2.2.2.4 The Contractor shall be responsive to unique support requests. Specific requests for periodic data queries, training service reports, records of student nominees, requirements for the preparation of professional handouts, etc. for such activities as the Leadership Development Series, will be transmitted to the Contractor via the COTR or Contracting Officer and mutually agreed delivery dates will be established. The Contractor shall complete 80 percent of these requests without significant errors and by the due date requested to receive 100 percent of fee. Completion of less than 80 percent of requests without significant errors or not by the due date requested will result in no award fee. A significant error is any error that requires the product to be corrected prior to use by the Government.

% requests that are late or contain significant errors	% of available fee
80% or more	100%
Less than 80%	0%

2.2.2.3 Workforce Strategy and Planning Support (PWS 4.0). The efficiency of the Contractor's Workforce Strategy and Planning Support is evaluated by the individual AQL's listed below:

2.2.2.3.1 The Contractor shall meet required deadlines. The Contractor shall meet all deadlines negotiated by the COTR or Contracting Officer for periodic workforce planning reports, queries, analyses, and summaries for the Contractor to earn 100 percent of fee. Where the contractor is late without an agreed upon extension by the Government through the COTR or Contracting Officer of due dates for workforce planning reports, queries, analyses, and summaries, the Contractor shall receive 0 percent of fee.

% requests that are late	% of available fee
0%	100%
>1%	0%

2.2.2.3.2 The Contractor shall provide high quality support requests. Specific requests for workforce planning reports, data queries, analyses, and summaries, will be transmitted to the Contractor via NASA or MSFC customers, and of these requests, 90 percent or more shall not contain errors, or omit any of the required information, in order for the Contractor to receive 100 percent of the available award fee. Less than 90 percent error free or containing incomplete data shall result in no fee.

% of high quality responses	% of available fee
90%	100%
Less than 90%	0%

2.2.2.4 Academic Affairs Support (PWS 5.0). The efficiency of the Contractor's Academic Affairs Support is evaluated by the individual AQL's listed below:

2.2.2.4.1 The Contractor shall adequately staff the Education Resource Center. The Contractor shall operate the Education Resource Center (ERC) through the specified hours, and maintain a minimum of one specialist to assist the ERC customers for 100 percent of fee. Where the Contractor fails to meet this requirement, the Contractor shall receive 0 percent of fee.

% of required time ERC is adequately staffed	% of available fee
100%	100%
Less than 100%	0%

2.2.2.4.2 The Contractor shall receive positive customer satisfaction based on input to the NASA Education Evaluation Information System (NEEIS) on the Education Resource Center (ERC). The Contractor shall distribute surveys to all ERC customers and encourage survey participation. If the average scores (composite average during any evaluation period) on the unique ERC survey (listed below) is 4.0 or higher, the Contractor shall receive 100 percent of the available fee. If the average survey score is between 3.0 and 3.99, the Contractor shall receive 50 percent of the available fee. If the average survey score is less than 3.0, the Contractor shall receive none of the available fee.

ERC Customer Satisfaction Survey:

Question	Score
1. The ERC staff was courteous and helpful	
2. The ERC staff was knowledgeable about content of educational products	
3. The ERC staff was knowledgeable about educational electronic and multimedia resources	
Average Score	

Scoring scheme: 5 = Strongly Agree; 4 = Agree; 3 = Neutral; 2 = Disagree; and 1 = Strongly Disagree

Survey Average Score	% of available fee
4.0 – 5.0	100%
3.0 – 3.99	50%
Less than 3.0 or less than 90% of the population surveyed	0%

2.2.2.4.3 The Contractor shall receive positive customer satisfaction on various educational initiatives and program customer surveys, which are entered into the NASA Education Evaluation Information System (NEEIS). The Contractor shall distribute surveys to all educational initiative customers and encourage survey participation. If the average scores (composite average during any evaluation period) on the unique ERC survey (listed below) is 4.0 or higher, the Contractor shall receive 100 percent of the available fee. If the average survey score is between 3.0 and 3.99, the Contractor shall receive 50 percent of the available fee. If the average survey score is less than 3.0, the Contractor shall receive none of the available fee.

Educational Initiative Customer Satisfaction Survey:

Question	Score
1. Student Feedback: Please rate the program staff on their helpfulness, expertise, and professionalism.	
2. Teacher Feedback: Please rate the program staff on their helpfulness, expertise and professionalism.	
Average Score	

Scoring scheme: 5 = Very good; 4 = Good; 3 = Neutral; 2 = Poor; and 1 = Very poor

Survey Average Score	% of available fee
4.0 – 5.0	100%
3.0 – 3.99	50%
Less than 3.0 or less than 90% of the population surveyed	0%

2.2.2.5 Training and Incentives Support (PWS 6.0). The efficiency of the Contractor’s Training and Incentives Support is evaluated by the individual AQL’s listed below:

2.2.2.5.1 The Contractor shall meet all logistical and support requests. The Contractor shall provide all logistical and support requirements for any requested award ceremony, meeting/training sessions within two business days of receiving the request. 90 percent of all requests during any 6-month reporting period must meet this schedule requirement in order for the contractor to receive 100 percent of the allotted fee. If less than 90 percent of the requests exceed the 2-day requirement during any reporting period, no fee will be awarded.

% requests receiving required response	% of available fee
90%	100%
Less than 90%	0%

2.2.2.5.2 The Contractor shall place training and conference orders as requested. The Contractor shall place 90 percent of all conference and training orders within 3 business days of receipt of the request to receive 100 percent of the allotted fee. Meeting this metric for less than 90 percent of all requests within a 6-month evaluation period will result in no fee awarded.

% orders placed within 3 days	% of available fee
90%	100%
Less than 90%	0%

2.2.2.5.3 The Contractor shall enter conference and training data into the training administration systems (SATERN and ADMINSTAR). The Contractor shall input all conference and training activities into the training administration systems, within 30 calendar days following the receipt of the official request and/or evaluation form for a given activity. Meeting this requirement with 90 percent or more of the total requests and evaluations will result in the Contractor earning 100 percent of the allocated fee. If 90 percent of all request and evaluation data is entered within 45 calendar days of data receipt, the contractor shall earn 50 percent of the available fee. If more that 10 percent of the received data is entered into the system more than 45 calendar days after receipt, no fee shall be awarded.

% of data entered	% of available fee
90% within 30 days	100%
90% within 45 days	50%
Less than 90% entered within 45 days	0%

2.2.2.6 Employee Services and Operations Support (PWS 7.0).

The efficiency of the Contractor’s Employee Services and Operations Support is evaluated by the individual AQL’s listed below:

2.2.2.6.1 The Contractor shall report Employee Assistance Program (EAP) activities. The Contractor shall provide EAP status reports on a monthly basis and other related administrative/statistical reports by the established deadline 100 percent of the time to receive 100 percent of the available fee. The Contractor shall have no more than one case where a report is not filed by the established deadline in order to receive 80 percent of the available fee. More than one failure in this area will result in no fee awarded.

Number of reports not meeting schedule requirements	% of available fee
None	100%
No more than one	80%
Greater than one	0%

2.2.2.6.2 The Contractor shall provide EAP services to a significant number of employees. The Contractor shall provide either group or individual EAP services or outreach (“Lunch & Learn, Stress Management, etc.) opportunities to at least 150 Center employees within any 6-month evaluation period to receive 100 percent of the available fee. The Contractor shall provide either group or individual services or outreach (“Lunch & Learn, Stress Management, etc.) opportunities to at least 100 Center employees within any 6-month evaluation period to receive 80 percent of the available fee. The Contractor shall receive no fee if these services are provided to less than 100 Center employees within any evaluation period.

Number of employees receiving group or individual services or outreach opportunities	% of available fee
150 or more	100%
100 - 149	80%
Less than 100	0%

2.2.2.6.3 The Contractor shall provide weekly status reports on Senior Executive Service (SES) selection activities. The Contractor shall be responsible for monitoring the Office of Personnel Management standard for developing a SES candidate list within 90 days of the closing date of the announcement and providing a weekly status report of each action at least 90 percent of the time in order to receive 100 percent of the available fee. The Contractor shall be responsible for monitoring the Office of Personnel Management standard for developing a SES candidate list within 90 days of the closing date of the announcement and providing weekly status reports of each action at least 80 percent of the time in order to receive 80 percent of the available fee. Less than 80 percent of weekly reports filed within the established timeframe will result in no fee awarded.

Percent of required reports meeting schedule requirements	% of available fee
90% or more	100%
80% - 89%	80%
Less than 80%	0%

2.2.2.6.4 The Contractor shall meet schedule milestones for submittal of narrative summaries of SES performance appraisals. The Contractor shall ensure that 100 percent of the narrative summaries of SES performance appraisals are completed and forwarded to Headquarters in accordance with their deadlines in order to receive 100 percent of the available fee. The Contractor shall ensure that at least 95 percent of the narrative summaries of SES performance appraisals are completed and forwarded to Headquarters in accordance with their deadlines in order to receive 80 percent of the available fee. Less than 95 percent meeting the Headquarters deadline will result in no fee awarded.

Percent of required narratives meeting schedule requirements	% of available fee
100%	100%
95% - 99.9%	80%
Less than 95%	0%

2.2.2.6.5 The Contractor shall write and disseminate Key Personnel Announcements. The Contractor shall write and disseminate 100 percent of Key Personnel Announcements within 14 calendar days of the appointment date in order to receive 100 percent of the available fee during any 6-month evaluation period. The

Contractor shall have no more than 1 case where a Key Personnel Announcement is not written and disseminated within 14 calendar days of the appointment date in order to receive 80 percent of the available fee. More than one failure to write and disseminate a Key Personnel Announcement within any 6-month evaluation period shall result in no fee awarded.

Number of required narratives not meeting schedule requirements	% of available fee
None	100%
1	80%
More than 1	0%

2.3 IDIQ (PWS 8.0). Any PWS services that cannot be predetermined or quantified in advance of contract award will be added to the contract via IDIQ Task Order. The Contractor's fee on all negotiated work (both Mission and any IDIQ task work that may exist) shall be evaluated using criteria summary and weighting as detailed in attachment J-5, which includes metrics for technical performance, and by an objective customer satisfaction survey as described in paragraph 2.3.2.

2.3.1 Earned Cost and Performance Incentive Fees. The cost fee will be evaluated annually and the performance incentive fee will be evaluated semi-annually. See Clauses B.4 and B.5 for additional information on how cost and performance incentive fee will be added to the contract.

2.3.2 Customer Satisfaction. As a measure of the quality of all services provided under the IDIQ and Mission portions, the COTR shall, on a quarterly basis, distribute a customer satisfaction questionnaire (as described in paragraph 2.2.1) and receive feedback from each technical monitor within OHC, along with the COTR and the Contracting Officer. Each technical monitor and the Contracting Officer will provide performance evaluation input and forward the results to the COTR. Specific comments or suggestions for performance improvement will be discussed with the Contractor by the COTR and Contracting Officer after each quarterly assessment.

2.3.3 Unique IDIQ Task Metrics. Forty-five (45) percent of the total available performance fee shall depend upon the Contractor's ability to meet unique quality and/or programmatic metrics for the Mission and any IDIQ tasks. Proposed metrics have been developed for some potential IDIQ tasks listed in the PWS and shown below. Any unique IDIQ metrics will be added to attachments J-4 and J-5 as the task order is awarded.

2.3.3.1 Career Transition Assistance Program (CTAP)

2.3.3.1.1 The Contractor will be rated on the quality and effectiveness of their CTAP client services through a unique client customer satisfaction survey. The Contractor shall distribute surveys to all CTAP clients and encourage survey participation. The Contractor shall receive an average rating of 4 or higher on the client surveys submitted to receive 100 percent of the available fee. The Contractor shall receive an average rating of 3 – 3.99 to receive 80 percent of the available fee. If the

average score of all client surveys received within a 6-month evaluation period is less than 3.0, no fee shall be awarded.

Average score of all client surveys	% of available fee
4.0 - 5	100%
3.0 – 3.99	80%
Less than 3.0 or less than 70% survey response from clients	0%

2.3.3.1.2 The Contractor will be rated on how thorough and comprehensive their workshops are based on a unique instructor effectiveness survey. The Contractor shall distribute surveys to all workshop participants and encourage survey participation. The Contractor will be scored from 1 to 5 (with 5 representing exceptional effectiveness). The Contractor shall receive an average score of all surveys received during any 6-month evaluation period of four or higher to receive 100% of the available fee. The Contractor shall receive an average score of 3.0 – 3.99 to receive 80% of the available fee. No fee shall be awarded if the average scores are below 3.0.

Average score of all workshop participant surveys	% of available fee
4.0 - 5	100%
3.0 – 3.99	80%
Less than 3.0 or less than 70% survey response from all workshop participants	0%

2.3.3.2 Recruitment and Placement

2.3.3.2.1 The Contractor shall issue 90 percent of lists of candidates to the supervisor within 27 calendar days of receipt of the SF-52 and classified position description to receive 100 percent of the available fee (excluding periods of time beyond their control and as indicated in the notes section of the requisition). The Contractor shall issue 80 percent of lists of candidates to the supervisor within 27 calendar days of receipt of the SF-52 and classified position description to receive 80 percent of the available fee (excluding periods of time beyond their control and as indicated in the notes section of the requisition). Less than 80 percent of lists of candidates issued to the supervisor within 27 calendar days of receipt of the SF-52 and classified position description will result in none of the available fee (excluding periods of time beyond their control and as indicated in the notes section of the requisition).

% of lists of applications received presented to selecting official within schedule milestones	% of available fee
90%	100%
80% - 89.9%	80%
Less than 80%	0%

2.3.3.2.2 The Contractor shall issue 90 percent of the lists of candidates to the supervisor within 12 calendar days of the announcement closing date to receive 100 percent of the available fee (excluding periods of time beyond their control and as indicated in the notes section of the requisition). The Contractor shall issue 80 percent of the lists of candidates to the supervisor within 12 calendar days of the announcement closing date to receive 80 percent of the award fee (excluding periods of time beyond their control and as indicated in the notes section of the requisition). Less than 80 percent of the lists of candidates issued to the supervisor within 12 calendar days of the announcement closing date will result in no fee awarded (excluding periods of time beyond their control and as indicated in the notes section of the requisition).

% of lists of candidates presented to selecting official within schedule milestones	% of available fee
90%	100%
80% - 89.9%	80%
Less than 80%	0%

2.3.3.2.3 After Government management selection, the Contractor shall offer the position to the selected employee within 24 calendar days of the closure date of the vacancy announcement 90 percent of the time to receive 100 percent of the available fee (excluding periods of time beyond their control and as indicated in the notes section of the requisition). The Contractor shall offer the position to the selected employee within 24 calendar days of the closure date of the vacancy announcement 80 percent of the time to receive 80 percent of the available fee (excluding periods of time beyond their control and as indicated in the notes section of the requisition). Less than 80 percent of offers made within 24 calendar days of the closure of the announcement will result in no fee awarded (excluding periods of time beyond their control and as indicated in the notes section of the requisition).

% of employment offers made with schedule requirements	% of available fee
90%	100%
80% - 89.9%	80%
Less than 80%	0%

2.3.3.2.4 The proper development of the job analysis is critical to the creation of a list of candidates who can fulfill the duties of the position being considered. Therefore, the Contractor will be rated on an evaluation scale from 1 to 5 (with 5 representing exceptional effectiveness) regarding how effectively they assist the

selecting official in its development. The Contractor shall receive an average rating (of all surveys received within any 6-month evaluation period) of 4 or higher regarding their work with the selecting official in their development of the job analysis to receive 100 percent of the available fee. The Contractor shall receive an average rating of 3.0 – 3.99 regarding their work with the selecting official in their development of the job analysis to receive 80 percent of the award fee. An average score below 3.0 or a survey response from less than 90 percent of the selecting officials supported will result in no fee awarded.

Average score of all selecting official surveys	% of available fee
4.0 - 5	100%
3.0 – 3.99	80%
Less than 3.0 or less than 90% survey response from all selecting officials	0%

2.3.3.3 Position Management and Classification

2.3.3.3.1 The Contractor shall provide advice and assistance in the development of accurate position descriptions (PD's) and prepare comprehensive evaluation statements as required to support this advice within 7 calendar days of the request 90 percent of the time in order to receive 100 percent of the available fee. The Contractor shall provide advice and assistance in the development of accurate position descriptions and prepare comprehensive evaluation statements as required to support this advice within 7 calendar days of the request 80 percent of the time in order to receive 80 percent of the available fee. Less than 80 percent of actions completed within 7 calendar days or excessive errors contained within the responses provided will result in no fee awarded.

% of PD's reviewed within the required time	% of available fee
90% or more	100%
80% - 89.9%	80%
Less than 80% or excessive review errors	0%

2.3.3.3.2 The Contractor shall audit and provide recommendations regarding the classification of positions and prepare a comprehensive evaluation statement to support these recommendations within 14 calendar days of the request 90 percent of the time in order to receive 100 percent of the award fee. The Contractor shall audit and provide recommendations regarding the classification of positions and prepare a comprehensive evaluation statement to support these recommendations within 14 calendar days of the request 80 percent of the time in order to receive 80 percent of the available fee. Less than 80 percent of actions completed within 14 calendar days will result in no fee awarded.

% of position classifications reviewed within the required time	% of available fee
90% or more	100%
80% - 89.9%	80%
Less than 80%	0%

2.3.3.3.3 The Contractor shall perform studies related to position management or classification matters and satisfactorily complete 100 percent of these studies according to schedule in order to receive 100 percent of the available fee. The Contractor shall perform studies related to position management or classification matters and satisfactorily complete 90 percent of these studies according to schedule in order to receive 80 percent of the available fee. Less than 90 percent of studies completed according to schedule will result in no fee awarded.

% of requested studies completed within the required schedule	% of available fee
100%	100%
90% - 99.9%	80%
Less than 90%	0%

2.3.3.3.4 Evaluating the effectiveness of the position management and classification services provided requires input from the Human Resources Specialists to which the Contractor is providing support. Therefore, the Contractor will be rated on an evaluation scale from 1 to 5 regarding how effectively they provide the requested support (with a score of 5 representing exceptional effectiveness). The Contractor shall receive an average (of all evaluations completed by all Human Resource Specialists supported) rating (during a 6-month evaluation period) of 4 or higher regarding the effectiveness of their position management and classification services to receive 100 percent of the available fee. The Contractor shall receive a rating of 3.0 – 3.99 regarding the effectiveness of their position management and classification services to receive 80 percent of the available fee. No fee shall be provided for average scores of less than 3.0.

Average score of all Human Resource Specialists surveys	% of available fee
4.0 - 5	100%
3.0 – 3.99	80%
Less than 3.0	0%

2.3.3.4 Leave Administration Programs

2.3.3.4.1 The Contractor shall appropriately notify employees and managers of any significant new or changed policies regarding leave administration within 10 calendar days of the change 100 percent of the time within any 6-month evaluation period to receive 100 percent of the available fee. The Contractor shall appropriately notify employees and managers of any significant new or changed

policies regarding leave administration within 10 calendar days of the change 90 percent of the time to receive 80 percent of the available fee. Notification provided within 10 ten calendar days less than 90 percent of the time will result in no fee awarded.

% notifications of leave policy changes within 10 days	% of available fee
100%	100%
90% - 99.9%	80%
Less than 90%	0%

2.3.3.4.2 The Contractor shall satisfactorily perform studies relating to leave administration within the schedule established by the Government 100 percent of the time to receive 100 percent of the available fee. The Contractor shall satisfactorily perform studies relating to leave administration within the schedule established by the Government 90 percent of the time to receive 80 percent of the available fee. Less than 90 percent of studies completed on schedule will result in no fee awarded.

% of leave studies completed within the required schedule	% of available fee
100%	100%
90% - 99.9%	80%
Less than 90%	0%

2.3.3.4.3 The Contractor shall prepare responses satisfactory to the Government for proposed changes in leave administration programs by the due date of the response 100 percent of the time in order to receive 100% of the available fee. The Contractor shall prepare responses satisfactory to the Government for proposed changes in leave administration programs by the due date of the response 90 percent of the time in order to receive 80 percent of the available fee. Less than 90 percent of responses satisfactory to the Government completed by the due date will result in no fee awarded.

% of leave change responses completed within schedule	% of available fee
100%	100%
90% - 99.9%	80%
Less than 90%	0%

2.3.3.5 Drug Testing Pool Maintenance

2.3.3.5.1 The Contractor shall review newly classified position descriptions in order to ensure the proper drug testing designation within 3 calendar days of classification 100 percent of the time in order to receive 100 percent of the available fee. The Contractor shall review newly classified position descriptions in order to ensure the proper drug testing designation within 3 calendar days of classification 90 percent of the time in order to receive 80 percent of the available fee.

Less than 90 percent of position descriptions reviewed within 3 calendar days will result on no fee awarded.

% of positions reviewed for drug testing requirements within schedule	% of available fee
100%	100%
90% - 99.9%	80%
Less than 90%	0%

2.3.3.5.2 The Contractor shall prepare and deliver notification letters to employees subject to random drug testing within 10 calendar days of their placement in those positions 90 percent of the time in order to receive 100 percent of the available fee. The Contractor shall prepare and deliver notification letters to employees subject to random drug testing within 10 calendar days of their placement in those positions 80 percent of the time in order to receive 80 percent of the available fee. Less than 80 percent of notification letters delivered within 10 calendar days will result in no fee awarded.

% of drug testing notifications distributed within schedule	% of available fee
90% or more	100%
80% - 89.9%	80%
Less than 80%	0%

2.3.3.5.3 The Contractor shall have a signed acknowledgement letter for every employee selected for random drug testing in order to receive 100 percent of the available fee within any 6-month evaluation period. The Contractor may fail to have a signed acknowledgement letter for one employee selected for random drug testing in order to receive 80 percent of the award fee. More than one failure to have an acknowledgement letter within any 6-month evaluation period will result in no fee awarded.

Number of employee drug testing acknowledgement letters not obtained	% of available fee
None	100%
1	80%
More than 1	0%

2.3.3.6 Subject Matter Expert Support – interim and long term, for all Human Capital functional areas.

2.3.3.6.1 The Contractor shall fill personnel requirements, as specified in the IDIQ request, for experts in human capital consulting for vacancies, new positions, or those experts required on an interim basis, within 30 calendar days of

the IDIQ task award in order to receive 100 percent of the available fee. The Contractor shall receive 80 percent of the available fee for those vacancies or new positions filled within 45 calendar days. No fee shall be received for any IDIQ task that requires more than 45 calendar days (without a Government-approved extension) after task award to fully staffed, within any 6-month evaluation period.

Number of calendars days required to obtain required subject matter experts	% of available fee
30 or less	100%
31 - 45	80%
Greater than 45	0%

2.3.3.6.2 The Contractor shall receive one or less customer complaints for any IDIQ subject matter support task within any 6-month evaluation period in order to receive 100 percent of the available fee. The Contractor shall receive two or less customer complaints within any 6-month evaluation period in order to receive 80 percent of the available fee. The Contractor shall receive no fee if more that two complaints are received.

Number of customer complaints received as a result of subject matter expert support	% of available fee
One or less	100%
1 - 2	80%
Greater than 2	0%

2.3.3.6.3 Specific requests for periodic data queries, reports, analyses, and/or reports will be transmitted to the Contractor by the Contracting Officer or the COTR, and a mutual agreement shall be reached regarding an acceptable product(s) due date/milestones. If more that 10 percent of the total deliverables required are received after the agreed due date (without an extension agreed by the COTR or Contracting Officer), the Contractor shall receive none of the available fee.

% of late deliverables	% of available fee
10% or less	100%
Greater than 10%	0%

[END OF ATTACHMENT J-4]

ATTACHMENT J-5

WEIGHTING OF PERFORMANCE INCENTIVES

Contract Requirement	Standards of Performance	Acceptable Quality Level (METRICS)	Wt.	Surveillance Method & Frequency
COST	Actual Cost versus Planned Cost	See Section B	25%	533M Report/ Annually DRD 1133MA-003
CUSTOMER SATISFACTION	Customer satisfaction	Satisfaction level (for range see attachment J-4, paragraph 2.2)	30%	Questionnaire/ Quarterly
UNIQUE METRICS	Objective Measurements (as defined below)	(See below)	45% Total (see below)	Quarterly Progress Report (DRD 1133MA-002) with Government verification
WBS 2.0 Program Management Support	1. Staffing	1. 50% of positions/vacancies staffed within 30 calendar days and all staffed within 45 calendar days.	4%	Management Plan (DRD 1133MA-001) Progress Report/Quarterly DRD 1133MA-002
	2. Reserved	2. Reserved	0%	
	3. Customer Complaints	3. Less than 1 – 2 complaints.	2%	
	4. Safety	4. 80% - 90% of eligible employees attending safety meetings.	1%	
	5. Quality (ISO)	5. 0 – 1 minor conformance.	1%	
	6. Schedule	6. No DRD milestones missed.	<u>2%</u>	
	Total		10%	
WBS 3.0 Organization & Leadership Support	1. Follow-up	1. 25% of group intervention or consulting follow-up.	3%	Progress Report/ Quarterly DRD 1133MA-002
	2. Logistics Support	2. Respond to 90% of all requests within 2 business days	2%	
	3. Positive Training Evaluation	3. Receive positive response on 90% or more evaluations.	3%	
	4. Response to data queries & support requests	4. Respond to 80% of all requests within 2 business days.	<u>2%</u>	
	Total		10%	

WEIGHTING OF PERFORMANCE INCENTIVES (Cont'd)

Contract Requirement	Standards of Performance	Acceptable Quality Level (METRICS)	Wt.	Surveillance Method & Frequency
WBS 4.0 Academic Affairs Support	1. ERC Staffing 2. Positive ERC Customer Surveys 3. Positive SLI Customer Surveys	1. Maintain minimum staffing of one person during ERC hours. 2. Score above 3.0 – 4.0 on all ERC customer surveys. 3. Score above 3.0 – 4.0 on all SLI customer surveys. <p style="text-align: right;">Total</p>	5% 3% 2% 10%	Progress Report/Quarterly DRD 1133MA-002
WBS 5.0 Workforce Strategy and Planning Support	1. Meet required deadlines 2. Provide high quality responses	1. Meet 100% of required deadlines 2. 90% or more responses shall be error free <p style="text-align: right;">Total</p>	2.5 <u>2.5</u> 5%	Progress Report/ Quarterly DRD 1133MA-002
WBS 6.0 Training and Incentives Support	1. Respond to logistical support requests 2. Timely placement of training requests 3. Data entry into SATERN and ADMINSTAR	1. Respond to 90% of all requests within 2 business days. 2. Complete 90% of all requests within 3 business days. 3. Enter 80% - 90% of required data within 30 – 45 calendar days. <p style="text-align: right;">Total</p>	1.5% 1.5% <u>2.0%</u> 5%	Progress Report/ Quarterly DRD 1133MA-002
WBS 7.0 Employee Services and Operations Support	1. Timely submission of EAP support reports 2. Provide EAP Services to a number of employees. 3. Provide status reports on SES selection activities. 4. Meet SES narrative summary deadlines. 5. Disseminate Key Personnel Announcements	1. 0 – 1 late report within any reporting period. 2. Provide group or individual EAP services to 100 – 150 employees. 3. Meet deadlines on 80% - 90% of weekly SES selection status reports. 4. Meet 95% - 100% of all deadlines for submission of SES narrative summaries. 5. Disseminate 100% of Key Personnel Announcements within 14 calendar days <p style="text-align: right;">Total</p>	0.8% 1.7% 1.7% 0.4% <u>0.4%</u> 5%	Progress Report/ Quarterly DRD 1133MA-002

WEIGHTING OF PERFORMANCE INCENTIVES (Cont'd)

WBS 8.0 Indefinite Delivery/ Indefinite Quantity (IDIQ)	1. TBD	1. TBD	Total 0%* TBD	Quarterly/Task Completion (Progress Report/ Quarterly DRD 1133MA-002)
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* If additional metrics are added to J-4 (such as for any added IDIQ tasks), weighting shown on this attachment will be adjusted to reflect any additional metrics.

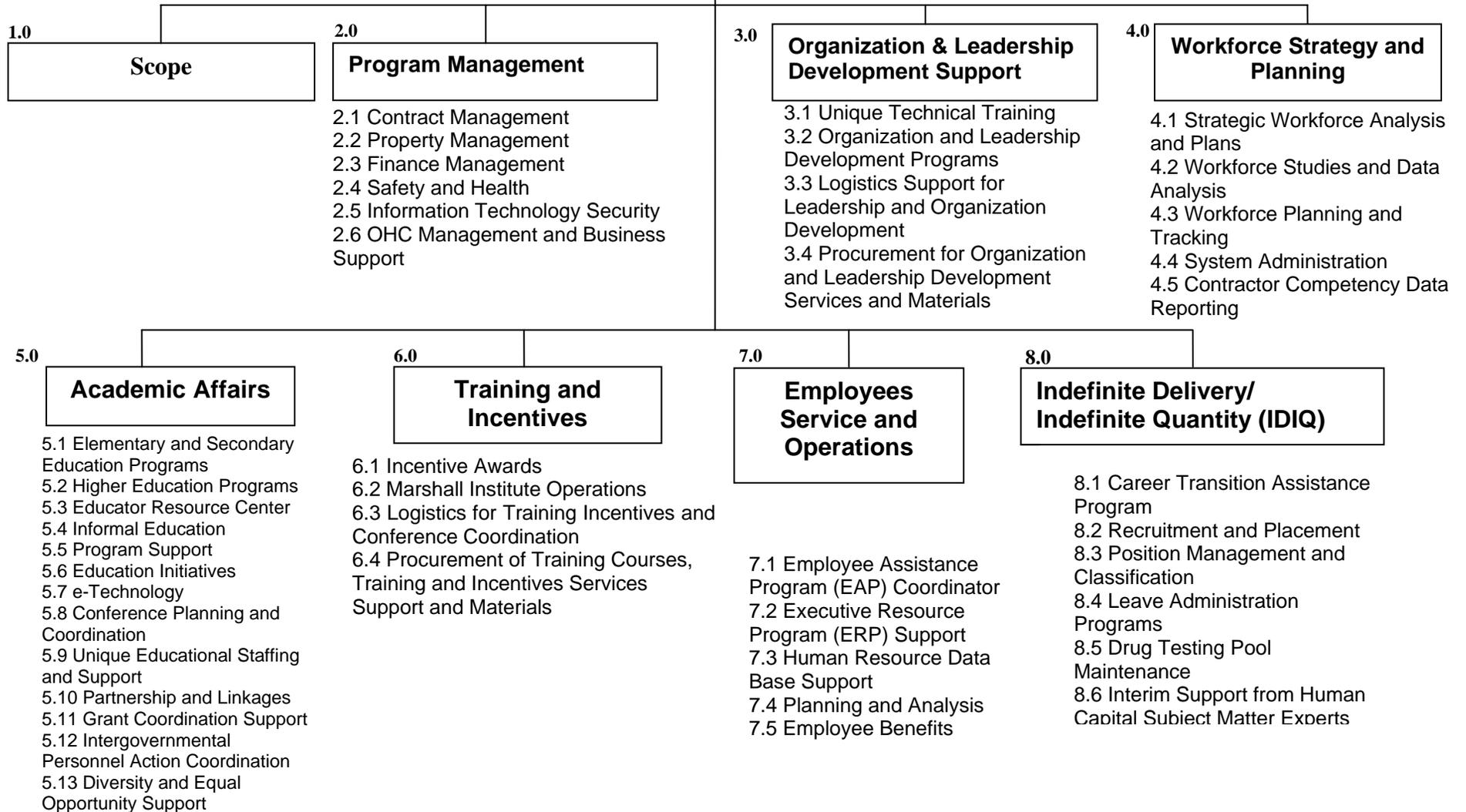
The Government may unilaterally revise this Performance Requirement Summary prior to the start of any 6-month evaluation period and whenever any IDIQ tasks are added.

[END OF ATTACHMENT]

Attachment J-6

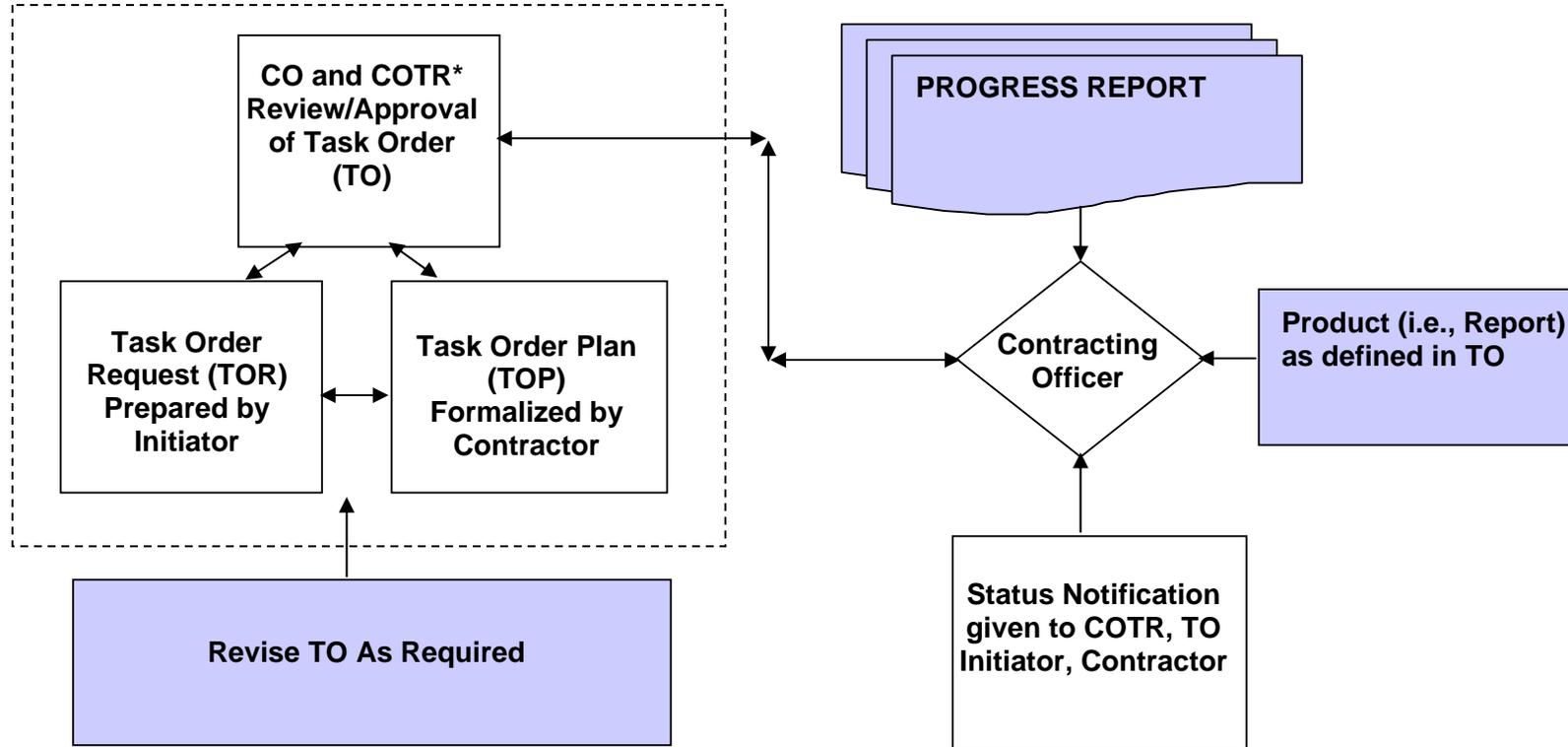
Work Breakdown Structure

Centerwide Office of Human Capital Support Services Contract



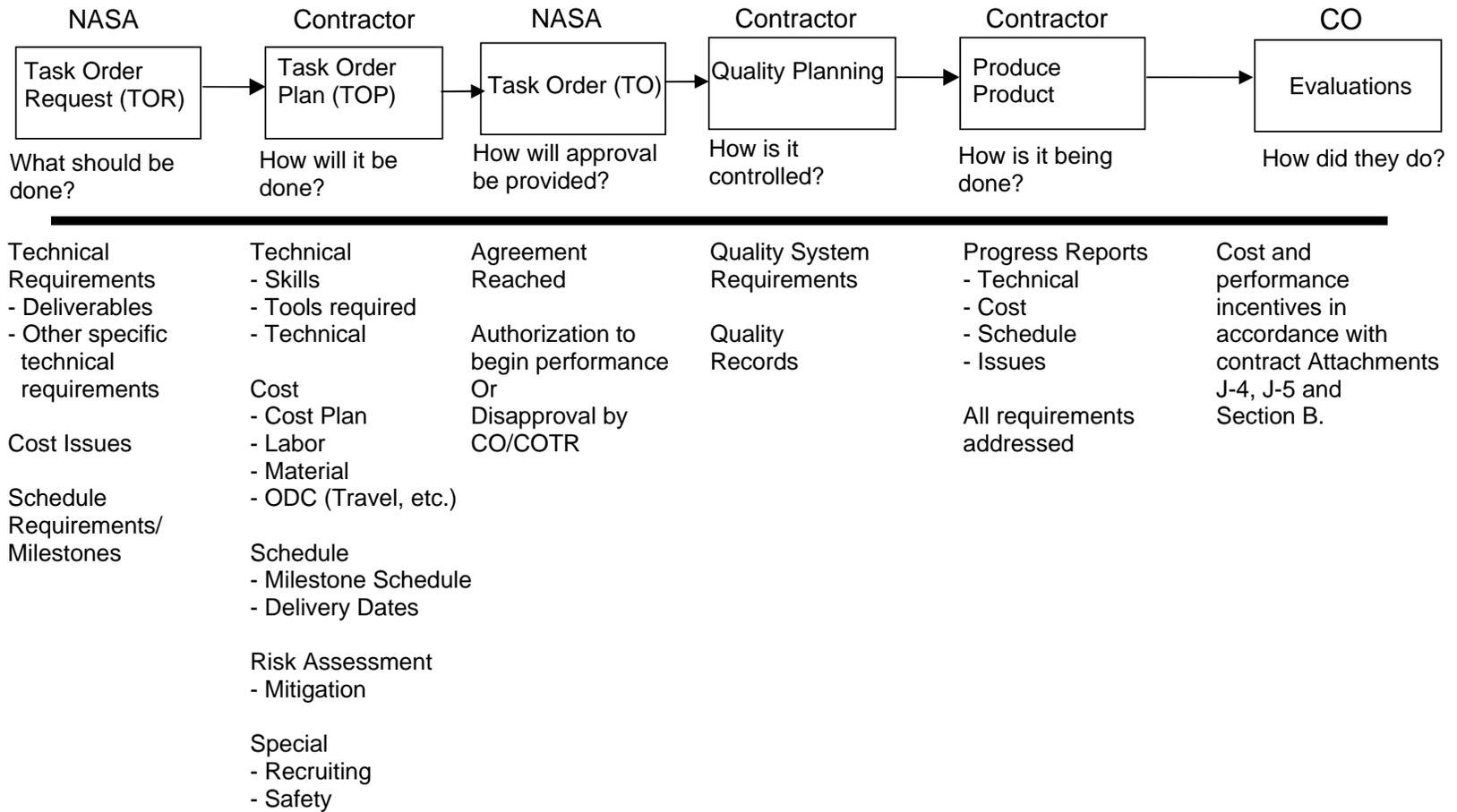
ATTACHMENT J-7

Task Flow Process



*Contracting Officer (CO)
Contracting Officer's Technical Representative (COTR)

Task Flow Description



6 Pages removed for the following reason: (b)(4)

ATTACHMENT J-9

**FULLY BURDENED NOT-TO-EXCEED LABOR RATES FOR
THE PRIME CONTRACTOR - PWS 8.0**

The Contractor shall not exceed the fully burden labor rates specified below for pricing all task orders contemplated or issued in accordance with Clause H.2, Task Order Procedures, and H.3, Supplemental Task Order Procedures. These rates shall be inclusive of any Teammate and/or Major Subcontractor fee (as applicable) and any Prime Contractor burdens (exclusive of Prime Contractor fee).



The Contractor shall not exceed the following rates for pricing all task orders issued in accordance with Clauses H.2 and H.3

CLIN	G&A CEILING RATE	TARGET COST INCENTIVE FEE RATE	MAXIMUM COST INCENTIVE FEE RATE	MAXIMUM PERFORMANCE INCENTIVE FEE RATE	LABOR ESCALATION RATE (see	OTHER INDIRECT RATES
1.a. (Year 1)	(b)(4)	1.5%	2.25%	4.5%	(b)(4)	40.61%
2.a. (Year 2)		1.5%	2.25%	4.5%		40.64%
3.a. (Year 3)		1.5%	2.25%	4.5%		41.15%
4.a. (Year 4)		1.5%	2.25%	4.5%		41.52%
5.a. (Year 5)		1.5%	2.25%	4.5%		41.90%

ATTACHMENT J-10
(REFERENCE CLAUSE G.8 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL)

PERSONAL IDENTITY VERIFICATION PROCEDURES

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

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

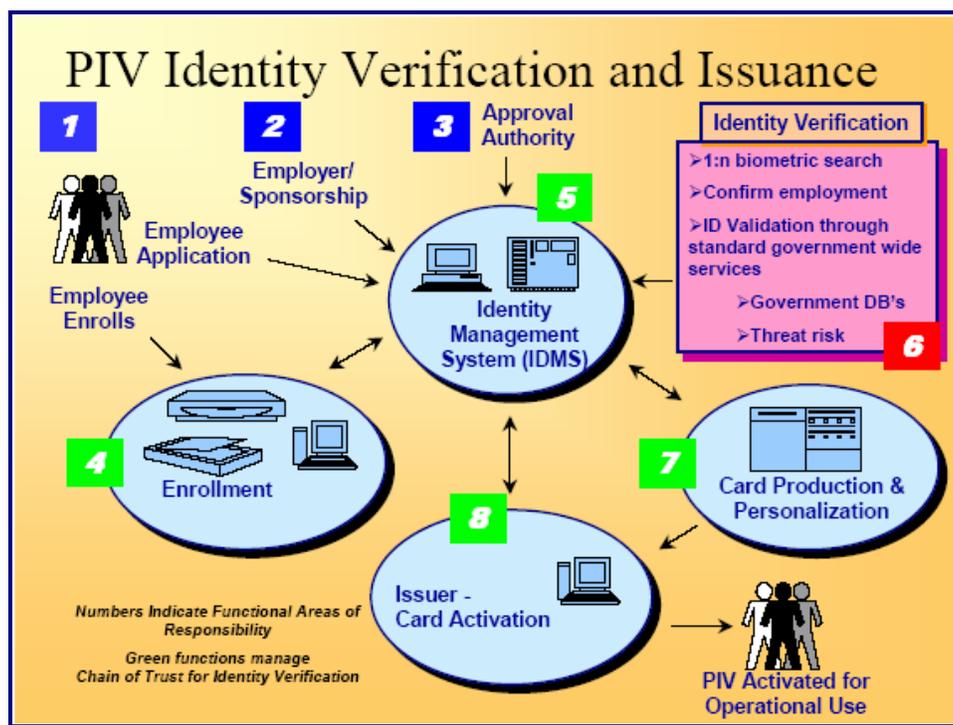


Figure A-1, FIPS 201, Appendix A

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

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (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

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

Step 3:

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

Step 4

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will ensure a National Crime Information Center (NCIC) with an Interstate Identification Index check is/has been performed. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement

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

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(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.

[END OF ATTACHMENT J-10]

ATTACHMENT J-11

SAFETY, HEALTH and ENVIRONMENTAL (SHE) PLAN

The approved Safety, Health and Environmental (SHE) Plan, dated (To be determined) and submitted with the Contractor's proposal, and any subsequent approved revisions during the term of this contract, is hereby incorporated into the contract by reference, with the same force and effect as if it were given in full text.

[END OF ATTACHMENT J-11]

ATTACHMENT J-12

**SAFETY & HEALTH MANAGEMENT IMPLEMENTATION GUIDE AND ASSESSMENT MATRIX
(REFERENCE CLAUSE H-11)**

Score	Commitment and Involvement (Element 1)		Worksite System and Analysis (Element 2)	Hazard Prevention and Control (Element 3)	Safety and Health Training (Element 4)
	A. Management	B. Employee			
10	Benchmarking indicates “best in Class.” In areas of visible management leadership, responsibility/accountability, meaningful metrics, and incentive/recognition systems.	Employees fully involved, safety committees functioning well, is a complete behavior process functioning at least one year, employees involved in process planning and risk assessment.	All subelements fully in place and functioning well for at least one year.	All programs and subelements fully functioning for one year. Strong professional support.	All training processes functioning, all levels of personnel trained to identified needs, management training ongoing.
9	All subelements are in place and functioning well, but have as yet to reach full maturity.	All processes functioning but for limited time, employees involved to great extent.	All subelements in place, employees actively participating.	All programs and subelements in place and functioning.	All training processes established, management initial training complete.
8	One subelement not fully in place but all are being implemented.	Most processes in place, employee involvement growing.	All subelements functioning, employee participation growing.	At least five subelements functioning and one in final stage of implementation.	Most personnel trained to identified needs, training recordkeeping and recall system functioning.
7	Two subelements not fully implemented. Implementation in process on all elements. Employee participation and commitment widespread.	Process activities expanding through organization. Committees and teams functioning.	At least five subelements functioning and remainder established.	At least four subelements functioning, remaining two developing.	Management and supervisor training in process, specialized training in process.
6	All subelements in process or in place. Strong management leadership and commitment began, metric systems in place, resourcing appropriate.	Employee representatives functioning, joint committees functioning, participating in risk assessment and accident investigation.	At least four subelements functioning and remaining three in process, employee participation beginning to spread through organization.	Medical and safety programs strengthening. Emergency preparedness program established and exercised.	Management training in process developed, supervisor training developed, training recordkeeping and recall system developed.

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Score	Commitment and Involvement (Element 1)		Worksite System and Analysis (Element 2)	Hazard Prevention and Control (Element 3)	Safety and Health Training (Element 4)
	A. Management	B. Employee			
5	Management commitment and leadership accepted by workers, worker participation and commitment begun, metric system.	Employee representatives appointed/elected, committees beginning to perform functions (investigation, analysis, process improvement).	All subelements established, employees beginning to participate.	Rules written, medical and safety programs developing Personal Protective Equipment adequate.	Training template completed for all personnel, training needs identified, process development begun, recordkeeping and recall system being developed.
4	Management commitment and leadership flowing down to workers, metric systems being developed, incentive/recognition system in process.	All processes being established, involvement and awareness enhancement growing.	At least five subelements initiated including self-assessment, hazard reporting, mishap close call investigations.	Rules in process, emergency preparedness program being developed.	Training development in process, specialized training established. Mandatory training in process
3	Generally good management commitment and leadership, implementation plans approved for all elements	All process needs identified, awareness and involvement enhancement activities begun.	Job Hazard analysis established, investigations strengthened and include employee.	Medical program initiated; safety and health program initiated.	Training needs evaluation complete, training templates in process, recordkeeping and recall system needs to be established
2	Management exhibits some aspects of leadership, accountability systems not well defined, employee participation framework defined, limited metrics.	Committees established, little activity, employee involvement beginning, awareness of process started.	Plans established to implement all subelements, at least two subelements beginning to function.	Personal protective equipment requirements established and being enforced, plans developed for other elements.	Training needs evaluation begun, training template forms developed.
1	Subelements have not been established to any significant extent, management leadership is lacking, little or no employee participation	No committees, little or no employee involvement, no process, little process planning.	Two or fewer subelements established, no self-inspection, shallow accident investigation process.	Few or no programs or subelements established, few written rules, limited enforcement.	Training needs not established, no management training, limited or no supervisor training.

SAFETY PERFORMANCE EVALUATION SUMMARY

EVALUATION CRITERIA AND PERFORMANCE RECOGNITION

Evaluation Criteria

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

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

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

DEDUCTIONS

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

[END OF ATTACHMENT J-12]

ATTACHMENT J-13

INSTALLATION-PROVIDED PROPERTY AND SERVICES

The Government will provide the use of the following property and services to all on-site personnel under this contract as necessary. These items include the following:

- (1) Computer workstations (one seat license per person under MSFC's Outsourcing Desktop Initiative for NASA (ODIN) contract and accountable to the ODIN contract) and associated maintenance (general and specialized)
- (2) Printers, plotters, and scanners
- (3) Application software
- (4) Specialized Commercial-Off-The-Shelf (COTS) software as required to meet specific MSFC program/project objectives
- (5) Document Reproduction Equipment and Reproduction Services
- (6) A Government vehicle (at MSFC) as needed for local travel
- (7) Taxi service

(Note: The Government will not supply cell phones, pagers, and/or personal data assistant devices for Contractor use.)

[END OF ATTACHMENT J-13]

ATTACHMENT J-14

APPLICABLE REGULATIONS AND PROCEDURES

The documents listed herein contain specifications to which performance of the contract requirements and work described in the Performance Work Statement (Attachment J-1) and Data Procurement Document (Attachment J-2) shall conform. The contractor shall comply with all the requirements of these documents and all revisions thereto. Current versions shall be utilized, unless authorization to use obsolete versions has been properly documented. This listing is not intended to relieve the Contractor of its responsibility for identification of applicable regulations and procedures and compliance therewith when performing work onsite at MSFC.

As a Services Contract provider, the contractor shall utilize all NASA and MSFC Directives and Standards as applicable, as well as the Office of Human Capital Organizational Instructions (OIs).

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

<https://repository.msfc.nasa.gov/directives>

NASA and MSFC Standards can be found at the following URL: <http://standards.nasa.gov>

OMB CIRCULAR

Circular A-130 Management of Federal Resources

NASA DOCUMENTATION

1490.1	NPD	NASA Printing, Duplicating, and Copying Management
1600.1	NPR	NASA Security Program Procedural Requirements
1620.3	NPR	Physical Security Requirements for NASA Facilities/Property
2810.1	NPR	Security of Information Technology
3100.1	NPR	Management of the Senior Executive Service
3300.1	NPR	Appointment of Personnel To/From NASA
3300.3	NPD	Recruitment, Hiring, Placement, Advancement, and Retention of Individuals with Disabilities and Disabled Veterans
3317.1	NPR	Senior Executive Service Career Appointee Merit Staffing in NASA
3319.1	NPR	Management of Senior Scientific and Technical and Other Senior Level Positions
3330.1	NPR	NASA Career Transition Assistance Plan
3335.1	NPR	Internal Placement of NASA Employees
3410.2	NPD	Employee and Organizational Development

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3435.1	NPR	NASA Performance Management Plan for the Senior Executive Service
3510.5	NPR	Position Classification
3600.1	NPR	Attendance and Leave
3713.2	NPD	Federal Equal Opportunity Programs of NASA
3792.1	NPR	Plan for a Drug-Free Workplace
4100.1	NPR	NASA Materials Inventory Management Manual
4200.1	NPR	NASA Equipment Management Manual
5100.4	NPR	Federal Acquisition Regulation Supplement, (NASA/FAR Supplement) Part 18-45 and latest revisions thereto
8621.1	NPR	NASA Procedural Requirements for Mishap Reporting, Investigating, and Recordkeeping
8700.1	NPD	NASA Policy for Safety and Mission Success
8705.6	NPR	NASA Procedural Requirements for Safety and Mission Assurance Reviews and Assessments
8715.3	NPR	NASA Safety Manual
9501.2	NPR	NASA Contractor Financial Management Reporting

MSFC DOCUMENTATION (MWIs, MPDs, and MPRs)

1040.3	MPD	MSFC Emergency Program
1040.3	MPR	MSFC Emergency Plan
1280.1	MGM	Guidance for Continual Improvement
1280.1	MPD	Marshall Management Manual
1280.3	MWI	Corrective/Preventive Action Notification System
1280.4	MPD	MSFC Corrective Action System
1280.5	MWI	MSFC ALERT Processing
1440.2	MPR	MSFC Records Management Program
1600.1	MPR	MSFC Security Procedural Requirements

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1810.1	MPR	MSFC Occupational Medicine
1840.2	MPR	MSFC Hazard Communication Program
2500.1	MPR	Marshall Telecommunications and Audio Visual Services
2810.1	MPR	Security of Information Technology
3312.1	MPD	Position Management
3334.1	MWI	Intergovernmental Personnel Act Assignments
3600.1	MGM	Attendance and Leave Guidance
3410.1	MWI	Personnel Certification Program
4000.2	MPR	Property Management
4200.1	MWI	Equipment Control
4220.1	MWI	Space Utilization, Communications, Furniture, Relocation, and Special Event Services
4300.1	MWI	Disposal Turn-Ins/Reutilization Screening
4500.1	MWI	Program Stock, Storage, and Retail Store Operations
4520.1	MWI	Receiving
4520.2	MWI	Use of the Procurement Discrepancy Tracking System (PDTS)
5116.1	MWI	Evaluation of Contractor Performance under Contracts with Award Fee Provisions
6700.1	MPR	Motor Vehicle and Motor Pool Operations
7120.2	MWI	Data Requirements Identification Definition
7120.3	MPR	Data Management Programs/Projects
7120.6	MWI	Program Project Continuous Risk Management
8040.2	MPR	Product Identification and Traceability
8500.1	MPR	MSFC Environmental Management Program
8550.5	MWI	Hazardous Material Management
8621.1	MWI	Close Call and Mishap Reporting and Investigation Program
8715.1	MPR	Marshall Safety, Health and Environmental (SHE) Program

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8715.3	MWI	Hazard Identification and Warning System
8715.9	MWI	Occupational Safety Requirements for MSFC Contractors

OHC Organizational Work Instructions

HS20-OWI-001	Delegated Examining Procedures
HS20-OWI-002	Staffing Internal/External Vacancies
HS30-OWI-003	Student Volunteer Program
HS40-OWI-005	Incentive Awards
HS40-OWI-017	Learning and Organizational Development Office Processes
HS50-OWI-004	Position Management and Position Classification
HS50-OWI-009	Drug-Free Workplace Program
HS50-OWI-011	Employee Assistance Program
HS50-OWI-014	Senior Executive Service Staffing Qualification Determinations
HS50-OWI-015	Senior Level and Scientific Positions

Miscellaneous Documents

29 CFR 1910	Department of Labor; Occupational Safety and Health Standards
29 CFR 1926	Department of Labor; Occupational Safety and Health Administration Standards for Construction Industry
29 CFR 1960	Basic Program Elements for Federal Employee Occupational Safety and Health Programs
40 CFR	Protection of the Environment
48 CFR Chapter 1	Federal Acquisition Regulations
48 CFR Chapter 18	NASA FAR Supplement
NASA-STD 8719.11	Safety Standard for Fire Protection
Executive Order 13101	Greening the Government through Waste Prevention, Recycling, and Federal Acquisition
HSPD-12	Homeland Security Presidential Directorate

ATTACHMENT J-15

ACRONYMS AND ABBREVIATIONS LIST

A&M	(Alabama) Agriculture and Mines
ACO	Administrative Contracting Officer
AO	Administrative Officer
AESP	Aerospace Education Services Program
APG	Annual Performance Goal
APPEL	Academy of Program, Project, and Engineering Leadership
AQL	Acceptable Quality Level
ATP	Authority to Proceed
BA	Bachelor of Arts
BICE	Bureau of Immigration and Customs Enforcement
BS	Bachelor of Science
CaER	Customer and Employee Relations
CAITS	Centerwide Action Tracking System
CAS	Cost Accounting Standards
CCS	Center Chief of Security
CDP	Career Development Program
CER	Center Export Representative
CFR	Code of Federal Regulations
CITSPP	Contract Information Technology Security Program Plan
CLIN	Contract Line Items
CMS	Competency Management System
CO	Contracting Officer
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off-the-Shelf
CPP	Competitive Personnel Placement
CPIF	Cost Plus Incentive Fee
CS	Client Solutions
CSO	Corporate Security Officer
CSRS	Civil Service Retirement System
CTAP	Career Transition Assistance Program
CY	Contract Year
DCAA	Defense Contract Audit Agency
DCB	Documentation Control Board
DCL	Document Change Log
DCMA	Defense Contract Management Agency
DDMS	Design Data Management System
DoL	Department of Labor
DOT	Department of Transportation
DPD	Data Procurement Document
DRD	Data Requirements Description
DRFP	Draft Request for Proposal
DRL	Data Requirements List
EAP	Educator Astronaut Program
EAP	Employee Assistance Program
EAR	Export Administration Regulation

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ECP	Engineering Change Proposals
ECWC	Electronic Collaborative Workforce Commitment
EDCATS	Education Computer Aided Tracking System
EEIS	Education Evaluation and Information System
EIS	Executive Information System
EMRPT	Electronic Marshall Resources Planning Tool
EMS	Electronic Meeting System
EOD	Entrance On Duty
EPOD	Education Program Office Database
ER	Executive Resources
ERC	Educator Resource Center
ERP	Executive Resources Program
ESA	Executive Support Assistant
ETF	Education Training Facility
FAR	Federal Acquisition Regulations
FCIP	Federal Career Intern Program
FEI	Federal Executive Institute
FERS	Federal Employee Retirement System
FICA	Federal Insurance Compensation Act
FIPS PUB	Federal Information Processing Standards Publication
FIRST	For Inspiration and Recognition of Science and Technology
FISMA	Federal Information Security Management Act
FPPS	Federal Personnel and Payroll System
FSO	Facility Security Officer
FTE	Full Time Equivalent
FUI	Federal Unemployment Insurance
G&A	General and Administrative
GED	General Education Degree
GSRP	Graduate Student Research Program
HQ	(NASA) Headquarters
HCIE	Human Capital Information Environment
HGPRC	High Grade Position Review Committee
HR	Human Resources
HRS	Human Resources Specialist
HSPD	Homeland Security Presidential Directive
IAGP	Installation – Accountable Government Property
IDEAS	Innovative Dynamic Employee Action Solutions
IDIQ	Indefinite Delivery Indefinite Quantity
IDMS	Identity Management System
IDP	Individual Development Plan
IEC	Integrated Engineering Capability
IEMP	Integrated Enterprise Management Program
IPA	Intergovernmental Personnel Action
IPT	Integrated Product Team
ISCWAD	Integrated Stakeholder Coalition for Workforce Development
IT	Information Technology
ITAR	International Traffic in Arms Regulations
LTC	Lost -Time Case Rate
JSC	Johnson Space Center
MI	Marshall Institute

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MMM	Marshall Management Manual
MPD	Marshall Policy Directive
MPIS	Marshall Personnel Information System
MPR	Marshall Procedural Requirement
MSA	Management Support Assistance
MSFC	Marshall Space Flight Center
MSIP	Minority Summer Internship Program
MTA	Management and Technical Approach
MUREP	Minority University Research and Education Program
MWI	Marshall Work Instruction
NAAS	NASA Automated Awards System
NAC	National Agency Check
NACI	National Agency Check with Inquiries
NAICS	North American Industry Classification System
NASA	National Aeronautical and Space Administration
NCC	NASA Classification Codes
NCIC	National Crime Information Center
NCR	Non-Conformance Rating
NEAT	Network of Educator Astronaut Teachers
NEEIS	NASA Education Evaluation Information System
NES	NASA Explorer Schools
NET	NASA Engineering Training
NFNMS	NASA Foreign National Management System
NFS	NASA FAR Supplement
NPR	NASA Procedural Requirements
NRRS	NASA Records Retention Schedule
NSSC	NASA Shared Services Center
NEX	NASA Excepted
NTE	Not-to-Exceed
OCE	Office of the Chief Engineer
OCI	Organizational Conflicts of Interest
OD	Organizational Development
ODC	Other Direct Cost
ODEO	Office of Diversity and Equal Opportunity
OHC	Office of Human Capital
O&LD	Organization and Leadership Development
OMB	Office of Management and Budget
OPM	Office of Personnel Management
OPR	Office of Primary Responsibility
ORCA	Online Representation and Certifications Application
OSAC	Office of Strategic Analysis and Communications
OSHA	Occupational Safety and Health Administration
PACS	Physical Access Control System
PC	Personal Computer
PCS/TCS	Permanent Change of Station/Temporary Change of Station
PD	Position Description
PDM	Position Description Manager
PDTS	Procurement Discrepancy Tracking System
PIP	Professional Intern Program
PIV	Personal Identity Verification

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PM	Program Manager
PMAC	Personnel Management Advisory Council
PRL	Page Revision Log
PSA	Property Support Assistant
PWS	Performance Work Statement
RFP	Request for Proposal
RFR	Request for Request
RRA	Resident Research Associateship
S&MA	Safety and Mission Assurance
SAT	Simplified Acquisition Threshold
SATERN	System for Administration, Training, and Education Resources for NASA
SBA	Small Business Administration
SBIR	Small Business Innovative Research
SCA	Service Contract Act
SCRS	Safety Concerns Reporting System
SEC	Source Evaluation Committee
SES	Senior Executive Service
SEMO	Supply and Equipment Management Office
SF	Standard Form
SIC	Standard Industrial Classification
SHE	Safety, Health, and Environmental
SL	Senior Leader
SLaTS	Space Launch and Transportation Systems
SLI	Student Launch Initiative
SME	Subject Matter Expert
SSA	Source Selection Authority
SSLC	Self Study Learning Center
SSN	Social Security Number
ST	Scientific/Professional
STC	Staffing and Total Compensation
STEM	Students in Science, Technology, Engineering and Mathematics
STEM+G	Students in Science, Technology, Engineering, Mathematics + Geography
SUI	State Unemployment Insurance
SVSP	Student Volunteer Service Program
TO	Task Order
TOP	Task Order Plan
TOR	Task Order Request
URL	Universal Resource Locator
USRA	Universities Spaces Research Association
VERO	Visiting Research Exchange and Outreach
WBS	Work Breakdown Structure
WTTS	Workforce Transformation Tracking System
WIMS	Workforce Integrated Management System
WYE	Work Year Equivalents

[END OF ATTACHMENT J-15]