

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code **01** Page **1** Pages **3**

2. AMENDMENT/MODIFICATION NO. **1** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. NO. **None** 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE **PS33, MGH** 7. ADMINISTERED BY (If other than Item 6) CODE **PS33, MGH**

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

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Fax: 256-544-9080
Email: Edgar.F.Sanchez@nasa.gov
AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

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

Deltha-Critique Joint Venture
3520 General DeGaulle Drive
New Orleans, LA 70114

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NNM08AA28C

10B. DATED (SEE ITEM 13)

06/01/08

CODE **SAP ID# 127078** FACILITY CODE **CAGE 3D8B2**

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
None

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

- (x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
FAR Clauses 43.103(a)(3) and mutual agreement of the parties

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

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

| | MAXIMUM QUANTITY (ref. Clause B-1) | TASK ORDER CUMULATION (ref. Clause B.1 (b) & Attachment J-5) |
|-----------|---------------------------------------|---|
| | Total Potential Estimated Cost | Total Task Order Values |
| Previous | (b)(4) | \$0.00 |
| This Mod | | \$0.00 |
| New Total | \$4,632,502.00 | \$0.00 |

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

15A. NAME AND TITLE OF SIGNER (Type or print)
(b)(4)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
**Edgar F. Sanchez
Contracting Officer**

15B. CONTRACTOR/OFFEROR
al Signed By
(signature of person authorized to sign)

15C. DATE SIGNED
06/18/2008

16B. UNITED STATES OF AMERICA
BY **/s/ Original Signed By**
(Signature of Contracting Officer)

16C. DATE SIGNED
6/25/2008

The purposes of this bilateral modification is to reflect: a) a revised NASA FAR Supplement clause (NFS), b) new and revised Marshall Space Flight Center (MSFC) unique clauses to include it's corresponding attachments, c) a revised Performance Work Statement (PWS) as a result of updates to the Data Procurement Document (DPD), d) a revised DPD in compliance with current NASA regulations and e) a current Wage Determination for the current period of performance. No increase in contract value is associated with inclusion of the requirements delineate above. The foregoing action is further implemented by the inclusion of the following modifications.

- A. Section G, NFS Clause 1852.245-71, entitled: "Installation-Accountable Government Property," (JUN 2007) is hereby incorporated by revision in full text in compliance with current NASA regulations.
- B. Section H, MSFC Clause 52.223-94, entitled: "Safety Performance and Evaluation, Evaluation Criteria and Performance Recognition," (FEB 2008), is hereby incorporated by revision in full text in compliance with current NASA regulations.
- C. Section H, MSFC Clause 52.223-93, entitled: "Advanced Notification of Contractor Employee Involuntary Termination," (FEB 2008), is hereby incorporated in full text in compliance with current NASA regulations.
- D. Section I, FAR Clause 52.203-13, entitled: "Contractor Code of Business Ethics and Conduct," (Dec 2007) is hereby incorporated by reference in compliance with current Federal Acquisition Regulations.
- E. Section J, page J-1, entitled: "Part III – List of Documents, Exhibits and Other Attachment," the title under Attachment 7 is being revised to read as follows: "Safety Performance Evaluation Summary" in lieu of "Safety & Health Management Implementation Guide."
- F. Section J, Attachment J-1, entitled: "Performance Work Statement," under subparagraph 1.5 entitled: "Security Requirements" the first paragraph is deleted in its entirety to coincide with revisions made under the Data Procurement Document (i.e., deletion of DRD 1185CD-001/Contractor Information Technology Security Program Plan).
- G. Section J, Attachment J-3, entitled: "Data Procurement Document," is being modified as follows:
 - a. Data Requirement Document (DRD) 1185CD-001, entitled: "Contractor Information Technology Security Program Plan," is deleted in its entirety due to an internal administrative action by the office of primary responsibility for this DRD.

- b. DRD 1185SA-001, entitled: "Safety, Health and Environmental (SHE) Plan," is revised by the office of primary responsibility for this DRD to reflect current NASA standards.
 - c. DRD 1185SA-001, entitled: "Mishap and Safety Statistics Reports," is revised by the office of primary responsibility for this DRD to reflect current NASA standards.
- H. Section J, Attachment J-7, entitled: "Safety & Health Management Implementation Guide," is being deleted its entirety and replace with Attachment J-7, entitled: "Safety Performance Evaluation Summary."
- I. Section J, Attachment J-9, entitled: "Wage Determination," retroactively incorporate Wage Determination No. 2005-2007 Revision No. 7, dated March 11, 2008 for the current period of performance effective from June 1, 2008 through May 31, 2009.
- J. The modification(s) made above is reflected in total on the change page(s) enclosed herein. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, Contract NNM08AA28C. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted

G-3 thru G-4
H-11 thru H-15
I-1
J-1
J-1-3
Attachment J-3(entire)
Attachment J-7(entire)

Page(s) Added

G-3 thru G-4
H-11 thru H-15
I-1
J-1
J-1-3
Attachment J-3 (entire)
Attachment J-7-1 and J-7-2
Attachment J-9 (pages 10 thru 22)

- K. All other terms and conditions of contract NNM08AA28C remain unchanged.

An information copy shall be furnished to the following:

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

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

Email Address: NSSC-AccountsPayable@nasa.gov

FAX Number: 1-866-209-5415

(End of Clause)

G.4 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (DEVIATION) (NFS 1852.245-71) (SEP 2007)

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the contracting officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100, NASA Materials Inventory Management Manual
NASA Procedural Requirements (NPR) 4200, NASA Equipment Management Procedural Requirements
NASA Procedural Requirement (NPR) 4300, NASA Personal Property Disposal Procedural Requirements

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

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

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

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

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

(iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its

return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

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

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

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

(2) Office furniture.

(3) Property listed in: (ref. Attachment J-8, Installation Property and Services).

(ii) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

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

(4) Supplies from stores stock.

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

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

(7) Installation service facilities:

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

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

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

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

(End of clause)

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

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

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

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

(1) Equipment, not listed in this clause, to be made available to the Contractor is listed in Attachment J-8, entitled "Installation-Provided Property and Services." The Government retains accountability for this property under the clause at 1852.245-71, "Installation-Accountable Government Property," regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the

least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

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

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

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

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

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

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

(End of Clause)

H.14 SAFETY PERFORMANCE EVALUATION, EVALUATION CRITERIA, AND PERFORMANCE RECOGNITION MSFC 52.223-94 (FEB 2008)

SAFETY PERFORMANCE EVALUATION

1. CONTRACTOR RESPONSIBILITY. The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program within the term of the contract. The Contractor will ensure that the requirements of the MSFC approved Contractor's Safety and Health Plan and applicable Data Requirement Documents (DRD) are met. Contractor safety performance evaluation will be based on the MSFC safety program elements. The Contractor shall conduct an annual self-evaluation based on these criteria. The Contracting Officer (CO)/ Contracting Officer Technical Representative (COTR), in coordination with the MSFC Industrial Safety Branch, will validate the Contractor's self-evaluation.

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

For the purpose of assessing the annual score, the Contractor and the CO/COTR, in coordination with the MSFC Industrial Safety Branch, will reach a mutually agreeable

determination based on the metrics reflected in the attachment. In cases where the Contractor and CO/COTR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the CO from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety policy or procedures.

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

**MANAGEMENT COMMITMENT AND EMPLOYEE INVOLVEMENT
HAZARD PREVENTION AND CONTROL**

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

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

3. PERFORMANCE RECOGNITION.

Contractor performance will be recognized as follows:

| | |
|--|--|
| <p>Level I - Annual rating score of ≥ 36 and a Lost Time Case Rate (LTC) $\leq 50\%$ of the LTC for the applicable North American Industry Classification System (NAICS) rate.</p> | <p><i>Formal award with public recognition. Appropriate past performance referrals provided.</i></p> |
|--|--|

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 annual assessment score, and a LTC < the applicable NAICS rate and the scores remain the same, or reflect improved performance, from the previous period. If scores reflect a decrease in performance, no letter of commendation will be issued.</p> | <p><i>Formal letter of commendation. Will impact contract evaluation and past performance referrals.</i></p> |
|---|--|

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 - Annual rating score of ≤ 16 or a LTC NAICS rate.</p> | <p><i>Formal letter expressing concern. Corrective Action Plan requested. Data placed in Past Performance</i></p> |
|--|---|

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> |
|--|------------------------------|

NOTE: The most current Department of Labor NAICS rate, effective at the beginning of the annual evaluation period, will be utilized for LTC evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Close Call and Mishap Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

4. CONTRACTOR ACCOUNTABILITY FOR MISHAPS.

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

5. EVALUATION PROCESS.

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

The evaluation process will include these steps:

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

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

6. SAFETY METRIC REPORTING.

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

7. FAILURE TO REPORT

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

(End of Clause)

**H.15 ADVANCED NOTIFICATION OF CONTRACTOR EMPLOYEE
DISCIPLINE OR INVOLUNTARY TERMINATION MSFC 52.223-93
(FEB 2008)**

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

(End of clause)

[END OF SECTION]

PART II – CONTRACT CLAUSES**SECTION I-CONTRACT CLAUSES****I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

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

FAR Clauses:

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

NASA FAR Supplement clauses:

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

MSFC Clauses:

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

(End of Clause)

NOTICE: The following clauses are hereby incorporated by reference:

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

| <u>Number</u> | <u>Clause Title</u> | <u>Date</u> |
|----------------------|--|--------------------|
| 52.202-1 | Definitions | Jul 2004 |
| 52.203-3 | Gratuities | Apr 1984 |
| 52.203-5 | Covenant Against Contingent Fees | Apr 1984 |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government | Sep 2006 |
| 52.203-7 | Anti-Kickback Procedures | Jul 1995 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | Jan 1997 |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity | Jan 1997 |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions | Sep 2005 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | Dec 2007 |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper | Aug 2000 |
| 52.204-7 | Central Contract Registration | Jul 2006 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | Nov 2006 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment | Jul 1995 |
| 52.211-15 | Defense Priority and Allocation Requirements | Sep 1990 |

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J****LIST OF ATTACHMENTS**

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

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

1.4 Safety, Health, and Environmental

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

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

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

1.5 Security Requirements

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

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 (Annual Score) |
|---------------------|---|---|---|
| LTC | <p align="center"><u>and</u> ≤ 50% of the LTC for the applicable NAICS rate</p> <p>Exception: Contractors with less than 100 employees located onsite MSFC shall have <u>no</u> lost time injuries during the past year.</p> | <p align="center"><u>and</u> < the applicable NAICS rate</p> <p>Exception: Contractors with less than 100 employees located onsite MSFC shall have <u>no more than one</u> lost time injury during the past year.</p> | <p align="center"><u>or</u> > the applicable NAICS rate</p> <p>Exception: Contractors with less than 100 employees located onsite MSFC. A Level III rating will be given when <u>greater than two</u> lost time injuries are reported during the past year.</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 and 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.

NNM08AA28C
ATTACHMENT 1

Safety Health (S) Management Implementation Guide and Assessment Matrix

| Score | Commitment and Involvement (Element 1) | | Worksite System and Analysis (Element 2) | Hazard Prevention and Control (Element 3) | Safety and Health Training (Element 4) |
|-------|--|---|---|--|---|
| | A. Management | B. Employee | | | |
| 10 | Benchmarking indicates "best in Class." In areas of visible management leadership, responsibility/accountability, meaningful metrics, and incentive/recognition systems. | Employees fully involved, safety committees functioning well, is a complete behavior process functioning at least one year, employees involved in process planning and risk assessment. | All sub-elements fully in place and functioning well for at least one year. | All programs and sub-elements fully functioning for one year, strong professional support. | All training processes functioning, all levels of personnel trained to identified needs, management training ongoing. |
| 9 | All sub-elements are in place and functioning well, but have as yet to reach full maturity. | All processes functioning but for limited time, employees involved to great extent. | All sub-elements in place, employees actively participating. | All programs and sub-elements in place and functioning. | All training processes established, management initial training complete. |
| 8 | One sub-element not fully in place but all are being implemented. | Most processes in place, employee involvement growing. | All sub-elements functioning, employee participation growing. | At least five sub-elements functioning and one in final stage of implementation. | Most personnel trained to identified needs, training recordkeeping and recall system functioning. |
| 7 | Two sub-elements not fully implemented. Implementation in process on all elements. Employee participation and commitment widespread. | Process activities expanding through organization. Committees and teams functioning. | At least five sub-elements functioning and remainder established. | At least four sub-elements functioning, remaining two developing. | Management and supervisor training in process specialized training in process. |
| 6 | All sub-elements in process or in place. Strong management leadership and commitment have begun, metric systems in place, resourcing appropriate. | Employee representatives functioning, joint committees functioning, participating in risk assessment and accident investigation. | At least four sub-elements functioning and remaining three in process, employee participation beginning to spread through organization. | Medical and safety programs strengthening, emergency preparedness program established and exercised. | Management training in process developed, supervisor training developed, training recordkeeping and recall system developed. |
| 5 | Management commitment and leadership accepted by workers, worker participation and commitment begun, metric system. | Employee representatives appointed/elected, committees beginning to perform functions (investigation, analysis, process improvement). | All sub-elements established, employees beginning to participate. | Rules written, medical and safety programs developing Personal Protective Equipment adequate. | Training template completed for all personnel, training needs identified, process development begun, recordkeeping and recall system being developed. |
| 4 | Management commitment and leadership flowing down to workers, metric systems being developed, incentive/recognition system in process. | All processes being established, involvement and awareness enhancement growing. | At least five sub-elements initiated including self-assessment, hazard reporting, and mishap close call investigations. | Rules in process, emergency preparedness program being developed. | Training development in process, specialized training established, mandatory training in process |
| 3 | Generally good management commitment and leadership, implementation plans approved for all elements. | All process needs identified, awareness and involvement enhancement activities begun. | Job Hazard analysis established, investigations strengthened and include employees. | Medical program initiated safety and health program initiated. | Training needs evaluation complete, training templates in process, recordkeeping and recall system needs to be established |
| 2 | Management exhibits some aspects of leadership, accountability systems not well defined, employee participation framework defined, limited metrics. | Committees established, little activity, employee involvement beginning, awareness of process started. | Plans established to implement all sub-elements, at least two sub-elements beginning to function. | Personal protective equipment requirements established and being enforced, plans developed for other elements. | Training needs evaluation begun, training template forms developed. |
| 1 | Sub-elements have not been established to any significant extent, management leadership is lacking, little or no employee participation. | No committees, little or no employee involvement, no process, little process planning. | Two or fewer sub-elements established, no self-inspection, shallow accident investigation process. | Few or no programs or sub-elements established, few written rules, limited enforcement. | Training needs not established, no management training, limited or no supervisor training. |

[END OF SECTION]

NNM08AA28C

NNM08AA28C

CONTRACT/RFP

EXHIBIT NUMBER

J-3

ATTACHMENT NUMBER

Center-Wide Administrative Support Service

PROJECT/SYSTEM

DATA PROCUREMENT DOCUMENT

Deltha-Critique Joint Venture

CONTRACTOR

June 10, 2008

DATE

National Aeronautics and
Space Administration

| National Aeronautics and Space Administration | | | | DATA PROCUREMENT DOC. | | |
|---|---------------------------------|-----|----------|-----------------------------|---|--|
| <i>DOCUMENT CHANGE LOG</i> | | | | NO. ISSUE | | |
| | | | | 1185 Revision A | | |
| INCORPORATED REVISIONS | | | AS OF: | | SUPERSEDING: | |
| OUTSTANDING REVISIONS | | | 06-10-08 | | PAGE: | |
| | | | 04-23-08 | | | |
| AUTHORITY | PORTION AFFECTED - PAGE NO./NO. | | | | REMARKS | |
| | INTRO | SGR | DRL | DRD | | |
| Contract Mod. 001 | | | X | X | Deleted the following DRD: 1185CD-001, Contractor Information Technology Security Program Plan | |
| | | | | 1185LS-001 | Replaced with current standard | |
| | | | | 1185SA-001 | Replaced with current standard | |
| | | | | 1185SA-002 | Replaced with current standard | |

MSFC - Form 3461-1 (Rev August 1970)

| | | | | | |
|---|------|--------------------|--------------------------|-------|--------|
| National Aeronautics and Space Administration | | | DATA PROCUREMENT DOC. | | |
| PAGE REVISION LOG | | | NO. ISSUE | | |
| | | | 1185 Revision A | | |
| NOTE: The current revision is denoted by a vertical line in the outer margin adjacent to the affected text. | | AS OF: 06-10-08 | SUPERSEDING: 04-23-08 | PAGE: | |
| INSERT LATEST REVISED PAGES. DISCARD SUPERSEDED PAGES. | | | | | |
| ITEM | PAGE | STATUS | ITEM | PAGE | STATUS |
| DPD | ALL | Revision A | | | |

MSFC - Form 3461-2 (Rev August 1970)

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> |
|------------------------|--------------------|
| LS | Logistics/Support |
| MA | Management |
| SA | Safety |

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

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

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

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

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

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

| <u>TYPE</u> | <u>DESCRIPTION</u> |
|-------------|--------------------|
|-------------|--------------------|

- 1* All issues and interim changes to those issues require written approval from the requiring organization before formal release for use or implementation.

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

2.0 STATEMENT OF GENERAL REQUIREMENTS

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

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

2.2 Subcontractor Data Requirements

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

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

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

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

2.3.2 Format

2.3.2.1 Electronic Format: Electronic submission of data deliverables is 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.

If the contract contains NFS 1852.237-73, a sensitive information legend may be applicable to information delivered under this contract

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

2.3.4 Transmittal

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

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

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

- a. Transmittal memorandum that specifies the meta-data below for each data transmittal:
 1. Contract number.
 2. Data Requirements Description (DRD) number.
 3. DRD data type (specified in Item 3 on the DRD).
 4. Submission date or milestone being satisfied.
 5. Document number and revision.
 6. Document title.
 7. File names of all files being delivered; file naming convention shall clearly identify the document being delivered.
 8. Distribution (as defined by the Contracting Officer's letter).
 9. Requested response date.
 10. Contractor assigned data restriction (export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.) if not marked on data.
 11. NASA Records Retention Schedule (NRRS) number, if applicable. (See NPR 1441.1, NASA Records Retention Schedules)
- b. Printable electronic files or hardcopy data.

- 2.3.5 Electronic data deliverables should be transmitted directly to the MSFC Repository through the Digital Asset Manager web interface. Instructions for electronic data submittals can be found at http://cio.msfc.nasa.gov/repository/repository_submittal.html. Document submitters must register for a Documentum user account through the [NASA Account Management System](#) (NAMS). Computer-Aided Design (CAD) drawings shall be submitted in the original native vector, Hewlett-Packard Graphic Language (HPGL), and raster image formats.
- 2.4 **Printing:** All printing, duplicating, or binding shall be in accordance with NFS 1852.208-81, Restrictions on Printing and Duplicating. Printing of formal reports and Type 1 and 2 data in book format shall be in accordance with the following general specifications:
- Method of reproduction – offset/xerography.
 - Finished size – 8 1/2” X 11”.
 - Paper – 20-pound opaque bond.
 - Cover – Litho cover stock.
 - Pages shall be printed on both sides; blank pages shall be avoided when possible.
 - Oversize pages shall be avoided when possible, but if necessary shall be folded to 8 1/2” X 11”.
 - Binding shall be the most economical method commensurate with the size of the report and its intended use.
- 2.5 **Contractor’s Internal Documents:** The contractor’s internal documents shall be used to meet the data requirements of this DPD unless a specific format is required by the applicable DRD.
- 2.6 **Document Identification:** Type 1 and 2 documents published by the contractor and submitted in response to the data requirements of this DPD shall be identified within an organized identification numbering system prescribed to NASA by the contractor and, if applicable, as approved by NASA. For all data types, the document number, change legend, date, and title constitute the minimum identification of the specific document and shall appear on the cover and title page. The contract number shall also appear on the cover and title page as separate markings. The originator and organization shall be included on the title page. The document number, change legend, and date shall appear on each page of the document. In the front matter of each document, identify the DPD number and applicable DRD number(s) required for document preparation. Successive issues or revisions of documents shall be identified in the same manner as the basic issue and shall have appropriate change identification. Drawings and ECP's are excluded from the marking provisions of this paragraph. All Type 1 documentation, excluding configuration management requirements, shall be marked “PRELIMINARY PENDING NASA APPROVAL,” and once approved shall be reissued with “APPROVED BY NASA” and the date and approval authority annotated on the cover.
- 2.7 **Reference to Other Documents and Data Deliverables in Data Submittals:** All referenced documents shall be made readily available to the cognizant NASA organization upon request. The contractor should make sure that the references are available to NASA in a manner which does not incur delays in the use of the response document. Reference may be made, within one data submittal, to other data submittals delivered in response to this DPD in those cases where the data required by one DRD may have been delivered by the contractor in response to another DRD. The reference to previously-submitted data shall include the applicable DRD number, data submittal version date, and location within the referenced document.
- 2.8 **Maintenance of Type 1 Document Submittals**
- 2.8.1 Revisions of Type 1 documentation may be accomplished either by individual page revision or by a complete reissue of the document identified in accordance with requirements of 2.7 above, with the exception of drawings (which shall be revised in accordance with contract configuration management requirements).
- 2.8.2 Individual page revisions shall be made as deemed necessary by the contractor or as directed by the Contracting Officer.
- 2.8.3 A Type 1 document shall be completely reissued when, in the opinion of the contractor and/or NASA, the document has been revised to the extent that it is unusable in its present state, or when directed by the

Contracting Officer. When complete reissues are made, the entire contents of the document shall be brought up to date and shall incorporate revised pages. All revisions shall be recorded. A revision log shall identify complete reissues except for periodic reports and documents which are complete within themselves as final.

2.8.4 Changes of a minor nature to correct obvious typing errors, misspelled words, etc., shall only be made when a technical change is made, unless the accuracy of the document is affected.

2.8.5 All revised pages shall be identified by a revision symbol and a new date. Each document shall contain a log of revised pages that identify the revision status of each page with the revision symbol. This list shall follow the table of contents in each document. The line or lines revised on a given page shall be designated by the use of vertical line in the margin of the page, and the change authority shall be indicated adjacent to the change.

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

3.0 DPD MAINTENANCE PROCEDURES

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

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

3.3 DPD Change Procedures

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

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

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

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

3.4 DPD Reissues

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

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

Center-Wide Administrative Services
Data Requirements List

| <u>DRD</u> | <u>DATA TYPE</u> | <u>TITLE</u> | <u>OPR</u> |
|----------------------------------|------------------|--|-----------------|
| CD – Contractual Data | | | |
| 1185CD-001 | 2 | Contractor Information Technology Security Program Plan | IS10 |
| LS – Logistics Support | | | |
| 1185LS-001 | 2 | Government Property Management Plan | AS41 |
| MA – Management | | | |
| 1185MA-001 | 1 | Management Plan | HS01 |
| 1185MA-002 | 3 | Monthly Technical Progress Reports | HS01 |
| 1185MA-003 | 3 | Badged Employee and Remote IT User Listing | AS50 |
| 1185MA-004 | 3 | Contractor Employee Clearance Document | AS50 |
| 1185MA-005 | 3 | Position Risk Designation for Non-NASA Employee | AS50 |
| 1185MA-006 | 3 | Organizational Conflict of Interest (OCI) Avoidance Plan | PS33 |
| SA – Safety | | | |
| 1185SA-001 | 2 | Safety, Health and Environmental (SHE) Plan | AS10/QD12 |
| 1185SA-002 | 3 | Mishap and Safety Statistics Reports | QD12 |

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1185 **ISSUE:** Revision A
2. **DRD NO.:** **1185LS-001**
3. **DATA TYPE:** 2
4. **DATE REVISED:** 06-10-08
5. **PAGE:** 1/1
6. **TITLE:** Government Property Management Plan
7. **DESCRIPTION/USE:** To describe the method of controlling and managing Government property.
8. **OPR:** AS41 9. **DM:** HS01
10. **DISTRIBUTION:** Cognizant property administrator
11. **INITIAL SUBMISSION:** Preliminary 45 days after initiation of the phase-in period
12. **SUBMISSION FREQUENCY:** Final one year after ATP, revise as required
13. **REMARKS:** This document shall be the official contract requirements document for the control and identification of all Government property.
14. **INTERRELATIONSHIP:** PWS paragraph 1.6
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Government Property Management Plan defines the contractor's methods of care, accounting, and control of Government property.
- 15.2 **APPLICABLE DOCUMENTS:**

| | |
|-------------|---|
| FAR | <i>Federal Acquisition Regulation, Part 45</i> |
| FAR | <i>Federal Acquisition Regulation, Part 52.245</i> |
| NPR 5100.4B | <i>Federal Acquisition Regulation Supplement, (NASA/FAR Supplement) Part 18-45 and latest revisions thereto</i> |
- 15.3 **CONTENTS:** The Government Property Management Plan shall satisfy the requirements of the documents listed in 15.2, and the contract. This plan shall consist of those procedures which constitute the contractor's property management system and shall include the following categories:

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

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | |
|--|--|
| <p>1. DPD NO.: 1185 ISSUE: Revision A</p> <p>3. DATA TYPE: 1</p> | <p>2. DRD NO.: 1185MA-001</p> <p>4. DATE REVISED: 06-10-08</p> <p>5. PAGE: 1/1</p> |
|--|--|
6. **TITLE:** Management Plan
7. **DESCRIPTION/USE:** To provide a description of the contractor's overall management system and organization for accomplishing the requirements set forth in the contract.
8. **OPR:** HS01 9. **DM:** HS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** 30 days after initiation of the phase-in period
12. **SUBMISSION FREQUENCY:** Revise as required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 1.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Management Plan describes the contractor's concept plans, practice, and approach for accomplishing the requirements set forth in the contract, i.e., managing and controlling project tasks, experimental work, and management interfaces. The plan shall be in such detail as necessary to convey the contractor's internal procedures.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Management Plan shall include:
- a. A description of the project tasks to be accomplished and an outline of methods by which the contractor proposes to accomplish each task down to the Level III WBS task level.
 - b. A description of management concepts, plans, project management and task/control systems, organizational approach, and communication channels between the contractor and the Government. This shall include descriptions, flow charts, schedules, and other documentation necessary to give a comprehensive plan of organization and accomplishment.
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1185 **ISSUE:** Revision A
2. **DRD NO.:** **1185MA-002**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 06-10-08
5. **PAGE:** 1/1

6. **TITLE:** Monthly Technical Progress Reports

7. **DESCRIPTION/USE:** To provide visibility to contractor and MSFC project management of actual and potential problems and progress toward meeting the technical and schedule requirements.

8. **OPR:** HS01 9. **DM:** HS01

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

11. **INITIAL SUBMISSION:** First calendar month following the end of the first full month after Authority to Proceed (ATP), unless otherwise specified by the Contracting Officer

12. **SUBMISSION FREQUENCY:** 10 days following the end of each month

13. **REMARKS:**

14. **INTERRELATIONSHIP:** PWS paragraph 1.2

15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Monthly Technical Progress Reports provides data for the assessment of monthly technical and schedule progress and summarize the results of the entire contract work.

- 15.2 **APPLICABLE DOCUMENTS:** None

- 15.3 **CONTENTS:** The Monthly Technical Progress Reports shall contain:
 - a. Work accomplished for current reporting period, including a report of overall technical and schedule performance.
 - b. Work planned for next reporting period.
 - c. Current problems which may impede performance or impact program schedule and proposed corrective action.
 - d. Other information that may assist the Government in evaluating the contractor's technical and schedule performance, e.g., innovative processes and reduction initiatives.
 - e. Identify Labor categories for all employees.
 - f. Information on new hires and terminations:
 1. Date hired or terminated.
 2. Office being supported.
 3. Labor category.
 - g. Identify all reimbursable overtime.
 - h. Identify all reimbursable travel:
 1. Travel will be in accordance with Public Law 99-234 and FAR 31.205-46 - Travel Costs, and GSA per diem rates.
 2. Backup travel documentation submitted with travel report.

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

- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | |
|-------------------------|--------------------------------------|
| 1. DPD NO.: 1185 | 2. DRD NO.: 1185MA-003 |
| 3. DATA TYPE: 3 | 4. DATE REVISED: 06-10-08 |
| | 5. PAGE: 1/1 |
6. **TITLE:** Badged Employee and Remote IT User Listing
7. **DESCRIPTION/USE:** To assist NASA in conducting contractor floor checks and to determine if the employees meet the minimum background investigation requirements.
8. **OPR:** AS50 9. **DM:** HS01
10. **DISTRIBUTION:** Per Contracting Officer's letter. One copy each shall go to MSFC's Protective Services Office and Facilities Planning and Business Management Office.
11. **INITIAL SUBMISSION:** No later than 10 working days after initiation of the phase-in period
12. **SUBMISSION FREQUENCY:** Formal update quarterly and email changes as personnel changes occur to distribution. If deemed necessary by the Contracting Officer, the contractor shall submit the list at times other than stated.
13. **REMARKS:** Reference is made to Federal Acquisition Regulation (FAR) Clause, FAR 52.215-2, *Audit and Records--Negotiations* (June 1999), NPR 1600.1, *NASA Security Program Procedural Requirements*.
14. **INTERRELATIONSHIP:** PWS paragraph 1.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Badged Employee and Remote IT User Listing provides NASA with a list of all MSFC badged contractor employees, as well as, any contractor remote IT users who will have access to the MSFC IT system.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Badged Employee and Remote IT User Listing shall include the following information for each employee: employee's full name (first and middle names must be birth names), last four digits of the Social Security Number (SSN), date of birth, place of birth, duty position, duty location (building/room number), shift assignment, and supervisor's name. Additionally, if applicable, the type of security background check already completed (NACLC or SSBI) and the date it was completed.
- 15.4 **FORMAT:** Contractor format using Excel Spreadsheet is acceptable.
- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | | |
|-------------------------|-------------------|--------------------------------------|
| 1. DPD NO.: 1185 | ISSUE: Revision A | 2. DRD NO.: 1185MA-004 |
| 3. DATA TYPE: 3 | | 4. DATE REVISED: 06-10-08 |
| | | 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 when the access is no longer needed
12. **SUBMISSION FREQUENCY:** As required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 1.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Contractor Employee Clearance Document provides verification that all badged employees have properly cleared all accounts when the access is no longer needed.
- 15.2 **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.: 1185 | ISSUE: Revision A | 2. DRD NO.: 1185MA-005 |
| 3. DATA TYPE: 3 | | 4. DATE REVISED: 06-10-08 |
| | | 5. PAGE: 1/1 |
6. **TITLE:** Position Risk Designation for Non-NASA Employee
7. **DESCRIPTION/USE:** To ensure that contractor employees are screened to an appropriate risk determination in accordance with NPR 1600.1, *NASA Security Program Procedural Requirements*, Chapter 4.
8. **OPR:** AS50 9. **DM:** HS01
10. **DISTRIBUTION:** Per Contracting Officer's letter. One copy shall go to MSFC Protective Services Office.
11. **INITIAL SUBMISSION:** No later than 10 working days after initiation of the phase-in period
12. **SUBMISSION FREQUENCY:** Update as personnel or position changes occur
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 1.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Position Risk Designation for Non-NASA Employee provides information necessary to determine the type of investigation required and how closely an individual is screened for a position.
- 15.2 **APPLICABLE DOCUMENTS:**
NPR 1600.1 *NASA Security Program Procedural Requirements*
- 15.3 **CONTENTS:** The Position Risk Designation for Non-NASA Employee shall contain all the information required by NASA Form 1760 in accordance with NPR 1600.1, *NASA Security Program Procedural Requirements*.
- 15.4 **FORMAT:** NASA Form 1760, "Position Risk Designation for Non-NASA Employee".
- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1185 **ISSUE:** Revision A
2. **DRD NO.:** **1185MA-006**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 06-10-08
5. **PAGE:** 1/2

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

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

8. **OPR:** PS33 9. **DM:** PS33

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

11. **INITIAL SUBMISSION:** 10 working days after initiation of the phase-in period

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

13. **REMARKS:** Reference is made to 1852.237-72, *Access to Sensitive Information* and 1852.237-73, *Release of Sensitive Information*.

14. **INTERRELATIONSHIP:** SOW paragraph 1.5

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.
 - (b) That the subject matter experts/technical experts when performing under this contract are physically separated from the portion of the company performing the work for the conflicting business relationships.
 - (c) That each subject matter expert/technical expert performing under this contract signs an express, binding, written agreement setting forth all responsibilities and duties to avoid organizational conflicts of interest and to protect sensitive data provided under this order.
 - (d) That techniques are in place to ensure that the contractor shall not favor the conflicting business relationships and will avoid the appearance of conflicts of interest.

DRD Continuation Sheet

TITLE: Organizational Conflict of Interest (OCI) Avoidance Plan

DRD NO.: 1185MA-006

DATA TYPE: 3

PAGE: 2/2

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

- b. With regard to access to nonpublic information, the avoidance plan shall contain a plan to safeguard all proprietary/sensitive data the contractor (including all employees and subject matter experts/technical experts) receives. This plan shall include:
1. A provision that the contractor shall not disclose or improperly use the proprietary/sensitive data received or accessed under this contract.
 2. A provision that information, whether in hard copy or on electronic media, shall be marked, handled, stored, and destroyed in order to preclude an unauthorized disclosure of information.
 3. A provision that information technology shall be protected to prevent unauthorized disclosure of information.
 4. A provision that employees performing the effort must sign an express binding written agreement clearly agreeing to protect sensitive data.
 5. A requirement that subcontractors have appropriate OCI avoidance procedures in place for the use of subject matter experts.
 6. A requirement for periodic self-audits, the results of which shall be made available to the Government.
 7. Initial and periodic refresher OCI training for the contractor employees/experts working on this contract.
 8. A description of organizational and employee sanctions for violation of the OCI order clause or OCI Avoidance Plan provisions.
 9. Provisions on record keeping requirements regarding OCI (e.g., training, written agreements). The contractor shall make these records available to and cooperate with any neutral third party the Government assigns to review adherence to their OCI mitigation plan.
 10. A provision requiring the contractor to report any real, apparent, or potential conflict of interest that may arise to the Contracting Officer.
 11. A provision requiring the contractor to update the OCI Avoidance Plan upon occurrence of any event that will cause a change to the plan.

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

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

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | | |
|-------------------------|--------------------------|--------------------------------------|
| 1. DPD NO.: 1185 | ISSUE: Revision A | 2. DRD NO.: 1185SA-001 |
| 3. DATA TYPE: 2 | | 4. DATE REVISED: 06-10-08 |
| | | 5. PAGE: 1/3 |
7. **DESCRIPTION/USE:** A contractor generated document that describes the contractor's approach to assuring compliance with the Marshall Space Flight Center (MSFC) SHE core program requirements. The contractor's SHE Plan shall describe how the contractor will (1) prevent employee fatalities, (2) reduce the number of incidents, (3) reduce the severity of employee injuries and illnesses, and (4) protect the environment through the ongoing planning, implementation, integration and management control of the contractor's industrial safety, occupational health, and environmental program in accordance with NFS 1852.223-73.
8. **OPR:** AS10/QD12 9. **DM:** HS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Preliminary with proposal
12. **SUBMISSION FREQUENCY:** Ten days after initiation of the 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 52.223-10, *Waste Reduction Program*; FAR 52.223-13, *Certification of Toxic Chemical Release Reporting*; and FAR 52.223-14, *Toxic Chemical Release Reporting*. DRD 1185SA-002, *Mishap and Safety Statistics Report*. PWS paragraph 1.4
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Safety, Health, and Environmental Plan describe the contractor's methods of planning, implementing and controlling industrial safety, occupational health, and environmental requirements to assure compliance with the MSFC SHE program over the duration of this contract.
- 15.2 **APPLICABLE DOCUMENTS:** Compliance with the following Occupational Safety and Health Standards and applicable requirements shall be specified in the plan (if applicable to the scope of this contract).
- | | |
|---|---|
| 29 CFR 1910 | <i>Department of Labor; Occupational Safety and Health Administration Standards for General Industry</i> |
| 29 CFR 1926 | <i>Department of Labor; Occupational Safety and Health Administration Standards for Construction Industry</i> |
| 40 CFR | <i>Protection of the Environment</i> |
| ANSI Standards applicable to the scope of this contract | |
| ASME Boiler and Pressure Vessel Code applicable to the scope of this contract | |
| NFPA Standards <i>National Fire Codes</i> | |
| NASA-STD-8719.11 | <i>Safety Standard for Fire Protection</i> |
| NPR 8715.3 | <i>NASA General Safety Program Requirements</i> |
| MPR 1040.3 | <i>MSFC Emergency Plan</i> |
| MPD 1800.1 | <i>MSFC Smoking Policy</i> |
| MPR 1800.1 | <i>Bloodborne Pathogens</i> |
| MPR 1810.1 | <i>MSFC Occupational Medicine</i> |
| MPD 1840.1 | <i>MSFC Environmental Health Program</i> |
| MPR 1840.1 | <i>MSFC Confined Space Entries</i> |
| MPD 1840.2 | <i>MSFC Hearing Conservation Program</i> |
| MPR 1840.2 | <i>MSFC Hazard Communication Program</i> |
| MPD 1840.3 | <i>MSFC Respiratory Protection Program</i> |

DRD Continuation Sheet

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

DRD NO.: 1185SA-001

DATA TYPE: 2

PAGE: 2/3

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

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

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

a. Management leadership and employee involvement:

1. A description of the contractor's policy and managements commitment to (1) provide a safe and healthful workplace for personnel (i.e., employees, customers, and public), (2) protect the property and the environment, and (3) assure compliance with EPA, OSHA, NASA, MSFC MPR 8715.1 and all other MSFC SHE document requirements listed in 15.2 that are applicable to this contracted effort.
2. A description of the techniques implemented by the contractor to assure management and employees are (1) held accountable and fully understand their roles and responsibilities to perform their jobs/tasks in a safe and healthful manner while protecting the environment and (2) these roles and responsibilities are flowed-down to all subcontractors, when applicable.
3. A description of the actions taken or the disciplinary program implemented by the contractor when management or employees are discovered not performing their jobs/tasks in a safe and healthful manner or protecting the environment and how these actions are flowed-down to subcontractors, when applicable.
4. A description of the contractor's safety, health, environmental awareness programs that includes documented safety meetings and safety awareness training for employees. (**NOTE:** Onsite contractors shall document their safety meetings and safety awareness training in the MSFC Supervisors Safety Web page (SSWP).
5. A description of how self evaluations of the contractor's safety, health and environmental program are performed and documented, and includes the frequency of these self evaluations.
6. Provide the identification, by title, of the individual assigned by the contractor to be responsible for implementing the contractor's SHE program elements and will serve as the day-to-day SHE Point of Contact (POC) for this contracted effort.
7. A description of how the SHE plan is maintained current with contract, NASA and MSFC requirements, and updated as necessary.

DRD Continuation Sheet

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

DRD NO.: 1185SA-001

DATA TYPE: 2

PAGE: 3/3

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

b. System and worksite analysis:

1. A description of how the contractor assures potentially hazardous conditions are identified in the work area and operations (e.g., hazard analysis, safety assessment, risk assessment and employee identified concerns).
2. A description of how the contractor performs and documents formal worksite safety inspections as required by OSHA and provides the frequency of these safety inspections in accordance with 29 CFR Part 1903.
3. A description of how each contractor supervisor performs and documents monthly safety visits of their assigned work area in accordance with MPR 8715.1 and MWI 8715.12. (**NOTE:** Onsite safety visits shall be performed once per month per supervisor and documented in the MSFC SSWP.)

c. Hazard prevention and control:

1. A description of the contractor's emergency management program and provide a list of contractor emergency points of contact located onsite in accordance with MPR 1040.3. (**NOTE:** Onsite contractors may use MPR 1040.3 as their emergency management program.)
2. A description of how the contractor assures all mishaps and close calls are investigated to the extent necessary to determine root cause and the reporting requirements are in accordance with MWI 8621.1. (Reference DRD 1185SA-002, *Mishap and Safety Statistics Report*).

d. Safety, health and environmental training:

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

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

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

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1185 **ISSUE:** Revision A
2. **DRD NO.:** **1185SA-002**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 06-10-08
5. **PAGE:** 1/3
6. **TITLE:** Mishap and Safety Statistics Reports
7. **DESCRIPTION/USE:** To provide reporting of metrics, mishaps, close calls, and serious non-occupational injuries or illnesses.
8. **OPR:** QD50 9. **DM:** HS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:**
 - a. **Safety Statistics** for the previous month shall be submitted by the 10th of each month after contract award.
 1. Safety statistics are reported using MSFC Form 4371, or an electronic notification system equivalent, or direct input to NASA Incident Reporting Information System (IRIS) database by the contractor designated IRIS representative.
 2. Safety statistics reports shall include: contract number, subcontractors, NAISC codes, number of employees, number of supervisors, hours worked, and number of injuries including days away from work and/or first-aid cases.
 3. Access to IRIS database can be obtained from the MSFC S&MA IRIS administrator located in the MSFC Industrial Safety Branch (ISB) after contract award.
 - b. **Initial reporting for ALL mishaps (Type A, B, C and D mishaps and close calls)** for **ALL** contractors working **onsite** shall be reported to MSFC Industrial Safety Branch (ISB) as soon as possible, but **no later than 1 hour** of occurrence or awareness by:
 1. Direct input through the "SHE Report" located on the Safety, Health & Environmental (SHE) webpage located on "Inside Marshall." On the SHE webpage select the "Mishaps, Questions and Concerns" pull-down menu, then select "Report Mishaps/Close Calls/ Concerns." (At MSFC this is the preferred method of reporting), or
 2. Calling the Safety Hotline (256) 544-0046 or 544-HELP (4357), option "safety," or
 3. Direct input into the NASA Incident Reporting Information System (IRIS) by the contractor designated IRIS representative.
 - c. **Initial reporting for Type A and B mishaps and high visibility close calls** for contractors working **offsite** shall be reported to MSFC Industrial Safety Branch (ISB) as soon as possible, but **no later than 1 hour** of occurrence or awareness by either of the following methods in section b.2 or b.3.
 1. If a contractor employee has any type mishap while visiting a MSFC controlled site, they shall report immediately to their site sponsor in addition to other reporting requirements.
 - d. **Initial reporting for Type C and D and low visibility close calls** for contractors working **offsite** shall be reported via the Safety Statistics Report submitted monthly. Follow-up information for these type mishaps and close calls can be requested by MSFC ISB.
 - e. **Initial reports for all mishaps and close calls** shall provide as much information as possible, but at a minimum include the following: location and time of incident, number of fatalities, number hospitalized, type of damage, estimated cost, brief description, and contact person's name and phone number in accordance with MWI 8621.1 and NPR 8621.1.
 - f. **Reporting of a non-work-related fatality or serious injury or illnesses that occur to contractor employee while working onsite shall be within 24 hours** of occurrence or awareness of injury by:
 1. Notifying the Contracting Officer and MSFC ISB. (For contractors working offsite reporting of a non-work-related injury or illness notification is at the discretion of the family.)
 - g. **Follow-up reporting for ALL contractors:**
 1. **Type A or B mishaps, or high visibility mishaps or close calls:** Follow-up report **within 24 hours** through IRIS entry by the contractor designated IRIS representative, or electronic submittal to MSFC ISB.

DRD Continuation Sheet

TITLE: Mishap and Safety Statistics Reports

DRD NO.: 1185SA-002

DATA TYPE: 3

PAGE: 2/3

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

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

h. **Safety Concerns, Hazards, and non-reportable mishaps** for contractors working **onsite** shall be reported per MPR 8715.1 and MWI 8715.13.

12. **SUBMISSION FREQUENCY:** Safety Statistics (MSFC Form 4371, IRIS entry, or an equivalent electronic submittal) - By the 10th of each month to MSFC ISB. All Mishaps: Monthly Follow-up Corrective Action Plan/Status until corrective actions implemented and closure received by updating record in IRIS data base (preferred) or electronic submittal to MSFC ISB.

13. **REMARKS:**

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

15. **DATA PREPARATION INFORMATION:**

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

15.2 **APPLICABLE DOCUMENTS:**

| | |
|-------------|---|
| NPR 8621.1 | <i>NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping</i> |
| MPR 8715.1 | <i>MSFC Safety, Health, and Environmental (SHE) Program</i> |
| MWI 8621.1 | <i>Close Call and Mishap Reporting and Investigation Program</i> |
| MWI 8715.13 | <i>Safety Concerns Reporting System (SCRS)</i> |

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

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

- a. MSFC Form 4371, "MSFC Contractor Accident and Safety Statistics."
- b. Mishap Board Report using the format provided in NPR 8621.1.
- c. Additional Information Submittal per MWI 8621.1.

15.5 **MAINTENANCE:** None required

15.6 **DEFINITIONS:**

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

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

DRD Continuation Sheet

TITLE: Mishap and Safety Statistics Reports

DRD NO.: 1185SA-002

DATA TYPE: 3

PAGE: 3/3

15.6 **DEFINITIONS (CONTINUED):**

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

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

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

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

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

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

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

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

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

NNM08AA28C
ATTACHMENT J-9
WAGE DETERMINATION

| | |
|--|---|
| <p style="text-align: center;">REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor</p> <p>William W.Gross Division of Wage Director Determinations</p> | <p style="text-align: center;">U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210</p> <p style="text-align: center;">Wage Determination No.: 2005-2007 Revision No.: 7 Date of Last Revision: 03/11/2008</p> |
| | |

States: **Alabama**, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, **Madison**, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

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

| OCCUPATION CODE - TITLE | MINIMUM WAGE RATE |
|--|-------------------|
| 01000 - Administrative Support And Clerical Occupations | |
| 01011 - Accounting Clerk I | 13 .47 |
| 01012 - Accounting Clerk II | 14 .65 |
| 01013 - Accounting Clerk III | 16 .77 |
| 01020 - Administrative Assistant | 21 .27 |
| 01040 - Court Reporter | 17 .16 |
| 01051 - Data Entry Operator I | 11 .95 |
| 01052 - Data Entry Operator II | 13 .89 |
| 01060 - Dispatcher, Motor Vehicle | 16 .31 |
| 01070 - Document Preparation Clerk | 12 .47 |
| 01090 - Duplicating Machine Operator | 12 .47 |
| 01111 - General Clerk I | 10 .80 |
| 01112 - General Clerk II | 11 .78 |
| 01113 - General Clerk III | 13 .86 |
| 01120 - Housing Referral Assistant | 19 .14 |
| 01141 - Messenger Courier | 9 .49 |
| 01191 - Order Clerk I | 11 .51 |
| 01192 - Order Clerk II | 15 .27 |
| 01261 - Personnel Assistant (Employment) I | 13 .69 |
| 01262 - Personnel Assistant (Employment) II | 15 .31 |
| 01263 - Personnel Assistant (Employment) III | 17 .06 |
| 01270 - Production Control Clerk | 19 .18 |
| 01280 - Receptionist | 11 .02 |

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| | |
|---|--------|
| 01290 - Rental Clerk | 11 .79 |
| 01300 - Scheduler, Maintenance | 15 .32 |
| 01311 - Secretary I | 15 .32 |
| 01312 - Secretary II | 17 .16 |
| 01313 - Secretary III | 19 .14 |
| 01320 - Service Order Dispatcher | 13 .83 |
| 01410 - Supply Technician | 21 .27 |
| 01420 - Survey Worker | 16 .81 |
| 01531 - Travel Clerk I | 10 .26 |
| 01532 - Travel Clerk II | 10 .86 |
| 01533 - Travel Clerk III | 11 .58 |
| 01611 - Word Processor I | 13 .12 |
| 01612 - Word Processor II | 14 .73 |
| 01613 - Word Processor III | 16 .48 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 17 .50 |
| 05010 - Automotive Electrician | 16 .73 |
| 05040 - Automotive Glass Installer | 15 .94 |
| 05070 - Automotive Worker | 15 .94 |
| 05110 - Mobile Equipment Servicer | 14 .45 |
| 05130 - Motor Equipment Metal Mechanic | 17 .50 |
| 05160 - Motor Equipment Metal Worker | 15 .94 |
| 05190 - Motor Vehicle Mechanic | 15 .98 |
| 05220 - Motor Vehicle Mechanic Helper | 12 .52 |
| 05250 - Motor Vehicle Upholstery Worker | 15 .22 |
| 05280 - Motor Vehicle Wrecker | 15 .94 |
| 05310 - Painter, Automotive | 15 .28 |
| 05340 - Radiator Repair Specialist | 15 .94 |
| 05370 - Tire Repairer | 12 .75 |
| 05400 - Transmission Repair Specialist | 17 .50 |
| 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 | 14 .21 |
| 07260 - Waiter/Waitress | 6 .82 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 17 .56 |
| 09040 - Furniture Handler | 13 .94 |

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| | |
|---|--------|
| 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 | 9 .28 |
| 11060 - Elevator Operator | 8 .58 |
| 11090 - Gardener | 12 .11 |
| 11122 - Housekeeping Aide | 8 .62 |
| 11150 - Janitor | 8 .58 |
| 11210 - Laborer, Grounds Maintenance | 10 .00 |
| 11240 - Maid or Houseman | 7 .70 |
| 11260 - Pruner | 9 .28 |
| 11270 - Tractor Operator | 12 .08 |
| 11330 - Trail Maintenance Worker | 10 .00 |
| 11360 - Window Cleaner | 9 .06 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 14 .41 |
| 12011 - Breath Alcohol Technician | 14 .71 |
| 12012 - Certified Occupational Therapist Assistant | 20 .35 |
| 12015 - Certified Physical Therapist Assistant | 20 .35 |
| 12020 - Dental Assistant | 13 .91 |
| 12025 - Dental Hygienist | 20 .44 |
| 12030 - EKG Technician | 23 .24 |
| 12035 - Electroneurodiagnostic Technologist | 23 .24 |
| 12040 - Emergency Medical Technician | 14 .41 |
| 12071 - Licensed Practical Nurse I | 14 .07 |
| 12072 - Licensed Practical Nurse II | 15 .81 |
| 12073 - Licensed Practical Nurse III | 17 .71 |
| 12100 - Medical Assistant | 10 .79 |
| 12130 - Medical Laboratory Technician | 14 .02 |
| 12160 - Medical Record Clerk | 11 .28 |
| 12190 - Medical Record Technician | 13 .60 |
| 12195 - Medical Transcriptionist | 12 .65 |
| 12210 - Nuclear Medicine Technologist | 30 .65 |
| 12221 - Nursing Assistant I | 9 .43 |
| 12222 - Nursing Assistant II | 10 .61 |
| 12223 - Nursing Assistant III | 11 .57 |
| 12224 - Nursing Assistant IV | 12 .99 |
| 12235 - Optical Dispenser | 13 .68 |
| 12236 - Optical Technician | 10 .38 |

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|--|--------|
| 12250 - Pharmacy Technician | 12 .62 |
| 12280 - Phlebotomist | 12 .99 |
| 12305 - Radiologic Technologist | 23 .95 |
| 12311 - Registered Nurse I | 22 .94 |
| 12312 - Registered Nurse II | 28 .08 |
| 12313 - Registered Nurse II, Specialist | 28 .08 |
| 12314 - Registered Nurse III | 33 .97 |
| 12315 - Registered Nurse III, Anesthetist | 33 .97 |
| 12316 - Registered Nurse IV | 40 .70 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 19 .01 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 19 .07 |
| 13012 - Exhibits Specialist II | 23 .35 |
| 13013 - Exhibits Specialist III | 28 .38 |
| 13041 - Illustrator I | 19 .07 |
| 13042 - Illustrator II | 23 .35 |
| 13043 - Illustrator III | 28 .38 |
| 13047 - Librarian | 24 .50 |
| 13050 - Library Aide/Clerk | 13 .17 |
| 13054 - Library Information Technology Systems Administrator | 22 .12 |
| 13058 - Library Technician | 14 .67 |
| 13061 - Media Specialist I | 15 .97 |
| 13062 - Media Specialist II | 17 .87 |
| 13063 - Media Specialist III | 19 .92 |
| 13071 - Photographer I | 14 .72 |
| 13072 - Photographer II | 17 .00 |
| 13073 - Photographer III | 20 .36 |
| 13074 - Photographer IV | 24 .89 |
| 13075 - Photographer V | 30 .21 |
| 13110 - Video Teleconference Technician | 15 .97 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 14 .73 |
| 14042 - Computer Operator II | 19 .13 |
| 14043 - Computer Operator III | 20 .49 |
| 14044 - Computer Operator IV | 26 .16 |
| 14045 - Computer Operator V | 27 .62 |
| 14071 - Computer Programmer I (1) | 25 .00 |
| 14072 - Computer Programmer II (1) | |
| 14073 - Computer Programmer III (1) | |
| 14074 - Computer Programmer IV (1) | |

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|--|--------|
| 14101 - Computer Systems Analyst I (1) | |
| 14102 - Computer Systems Analyst II (1) | |
| 14103 - Computer Systems Analyst III (1) | |
| 14150 - Peripheral Equipment Operator | 14 .73 |
| 14160 - Personal Computer Support Technician | 26 .16 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 29 .35 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 35 .52 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 36 .76 |
| 15050 - Computer Based Training Specialist / Instructor | 30 .38 |
| 15060 - Educational Technologist | 27 .38 |
| 15070 - Flight Instructor (Pilot) | 36 .76 |
| 15080 - Graphic Artist | 21 .00 |
| 15090 - Technical Instructor | 18 .91 |
| 15095 - Technical Instructor/Course Developer | 23 .11 |
| 15110 - Test Proctor | 17 .16 |
| 15120 - Tutor | 17 .16 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 7 .74 |
| 16030 - Counter Attendant | 7 .74 |
| 16040 - Dry Cleaner | 9 .73 |
| 16070 - Finisher, Flatwork, Machine | 7 .74 |
| 16090 - Presser, Hand | 7 .74 |
| 16110 - Presser, Machine, Drycleaning | 7 .74 |
| 16130 - Presser, Machine, Shirts | 7 .74 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 7 .74 |
| 16190 - Sewing Machine Operator | 10 .27 |
| 16220 - Tailor | 10 .78 |
| 16250 - Washer, Machine | 8 .39 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 21 .04 |
| 19040 - Tool And Die Maker | 25 .67 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 14 .82 |
| 21030 - Material Coordinator | 19 .18 |
| 21040 - Material Expediter | 19 .18 |
| 21050 - Material Handling Laborer | 10 .29 |
| 21071 - Order Filler | 10 .87 |
| 21080 - Production Line Worker (Food Processing) | 14 .82 |
| 21110 - Shipping Packer | 12 .98 |
| 21130 - Shipping/Receiving Clerk | 12 .98 |

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| | |
|--|--------|
| 21140 - Store Worker I | 11 .02 |
| 21150 - Stock Clerk | 14 .95 |
| 21210 - Tools And Parts Attendant | 14 .82 |
| 21410 - Warehouse Specialist | 14 .82 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 18 .74 |
| 23021 - Aircraft Mechanic I | 22 .24 |
| 23022 - Aircraft Mechanic II | 23 .35 |
| 23023 - Aircraft Mechanic III | 24 .52 |
| 23040 - Aircraft Mechanic Helper | 17 .44 |
| 23050 - Aircraft, Painter | 19 .32 |
| 23060 - Aircraft Servicer | 19 .34 |
| 23080 - Aircraft Worker | 20 .27 |
| 23110 - Appliance Mechanic | 18 .04 |
| 23120 - Bicycle Repairer | 14 .66 |
| 23125 - Cable Splicer | 19 .76 |
| 23130 - Carpenter, Maintenance | 17 .56 |
| 23140 - Carpet Layer | 17 .29 |
| 23160 - Electrician, Maintenance | 23 .21 |
| 23181 - Electronics Technician Maintenance I | 17 .93 |
| 23182 - Electronics Technician Maintenance II | 25 .55 |
| 23183 - Electronics Technician Maintenance III | 26 .62 |
| 23260 - Fabric Worker | 16 .54 |
| 23290 - Fire Alarm System Mechanic | 18 .79 |
| 23310 - Fire Extinguisher Repairer | 15 .72 |
| 23311 - Fuel Distribution System Mechanic | 18 .79 |
| 23312 - Fuel Distribution System Operator | 16 .80 |
| 23370 - General Maintenance Worker | 16 .43 |
| 23380 - Ground Support Equipment Mechanic | 22 .24 |
| 23381 - Ground Support Equipment Servicer | 19 .34 |
| 23382 - Ground Support Equipment Worker | 20 .27 |
| 23391 - Gunsmith I | 14 .48 |
| 23392 - Gunsmith II | 15 .97 |
| 23393 - Gunsmith III | 17 .51 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 18 .38 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 19 .30 |
| 23430 - Heavy Equipment Mechanic | 18 .38 |
| 23440 - Heavy Equipment Operator | 17 .87 |
| 23460 - Instrument Mechanic | 22 .82 |
| 23465 - Laboratory/Shelter Mechanic | 15 .88 |

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| | |
|--|--------|
| 23470 - Laborer | 11 .36 |
| 23510 - Locksmith | 18 .04 |
| 23530 - Machinery Maintenance Mechanic | 23 .32 |
| 23550 - Machinist, Maintenance | 18 .05 |
| 23580 - Maintenance Trades Helper | 14 .41 |
| 23591 - Metrology Technician I | 22 .82 |
| 23592 - Metrology Technician II | 23 .80 |
| 23593 - Metrology Technician III | 24 .74 |
| 23640 - Millwright | 18 .79 |
| 23710 - Office Appliance Repairer | 19 .90 |
| 23760 - Painter, Maintenance | 17 .56 |
| 23790 - Pipefitter, Maintenance | 18 .90 |
| 23810 - Plumber, Maintenance | 18 .06 |
| 23820 - Pneudraulic Systems Mechanic | 18 .79 |
| 23850 - Rigger | 18 .79 |
| 23870 - Scale Mechanic | 17 .29 |
| 23890 - Sheet-Metal Worker, Maintenance | 18 .38 |
| 23910 - Small Engine Mechanic | 16 .75 |
| 23931 - Telecommunications Mechanic I | 18 .38 |
| 23932 - Telecommunications Mechanic II | 20 .21 |
| 23950 - Telephone Lineman | 18 .38 |
| 23960 - Welder, Combination, Maintenance | 18 .38 |
| 23965 - Well Driller | 18 .79 |
| 23970 - Woodcraft Worker | 18 .79 |
| 23980 - Woodworker | 16 .43 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 7 .78 |
| 24580 - Child Care Center Clerk | 9 .71 |
| 24610 - Chore Aide | 8 .42 |
| 24620 - Family Readiness And Support Services Coordinator | 12 .43 |
| 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 .98 |
| 27007 - Baggage Inspector | 10 .74 |

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| | |
|---|--------|
| 27008 - Corrections Officer | 15 .28 |
| 27010 - Court Security Officer | 16 .82 |
| 27030 - Detection Dog Handler | 13 .55 |
| 27040 - Detention Officer | 15 .28 |
| 27070 - Firefighter | 16 .82 |
| 27101 - Guard I | 10 .74 |
| 27102 - Guard II | 13 .55 |
| 27131 - Police Officer I | 18 .35 |
| 27132 - Police Officer II | 20 .41 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 9 .22 |
| 28042 - Carnival Equipment Repairer | 9 .68 |
| 28043 - Carnival Equipment Worker | 7 .64 |
| 28210 - Gate Attendant/Gate Tender | 12 .85 |
| 28310 - Lifeguard | 11 .10 |
| 28350 - Park Attendant (Aide) | 14 .38 |
| 28510 - Recreation Aide/Health Facility Attendant | 10 .49 |
| 28515 - Recreation Specialist | 14 .83 |
| 28630 - Sports Official | 11 .45 |
| 28690 - Swimming Pool Operator | 15 .65 |
| 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) | 34 .27 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (2) | 23 .64 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (2) | 26 .03 |
| 30021 - Archeological Technician I | 17 .26 |
| 30022 - Archeological Technician II | 19 .32 |
| 30023 - Archeological Technician III | 23 .94 |
| 30030 - Cartographic Technician | 24 .23 |
| 30040 - Civil Engineering Technician | 20 .75 |
| 30061 - Drafter/CAD Operator I | 17 .26 |
| 30062 - Drafter/CAD Operator II | 19 .55 |
| 30063 - Drafter/CAD Operator III | 20 .50 |
| 30064 - Drafter/CAD Operator IV | 25 .23 |
| 30081 - Engineering Technician I | 14 .53 |
| 30082 - Engineering Technician II | 17 .48 |

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| | |
|--|--------|
| 30083 - Engineering Technician III | 21 .00 |
| 30084 - Engineering Technician IV | 28 .62 |
| 30085 - Engineering Technician V | 33 .81 |
| 30086 - Engineering Technician VI | 40 .89 |
| 30090 - Environmental Technician | 22 .19 |
| 30210 - Laboratory Technician | 18 .92 |
| 30240 - Mathematical Technician | 24 .23 |
| 30361 - Paralegal/Legal Assistant I | 16 .85 |
| 30362 - Paralegal/Legal Assistant II | 20 .89 |
| 30363 - Paralegal/Legal Assistant III | 25 .55 |
| 30364 - Paralegal/Legal Assistant IV | 30 .92 |
| 30390 - Photo-Optics Technician | 24 .23 |
| 30461 - Technical Writer I | 20 .96 |
| 30462 - Technical Writer II | 25 .62 |
| 30463 - Technical Writer III | 30 .71 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 21 .78 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 26 .35 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 31 .59 |
| 30494 - Unexploded (UXO) Safety Escort | 21 .78 |
| 30495 - Unexploded (UXO) Sweep Personnel | 21 .78 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs (3) | 20 .50 |
| 30621 - Weather Observer, Senior (3) | 22 .74 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31020 - Bus Aide | 9 .74 |
| 31030 - Bus Driver | 12 .67 |
| 31043 - Driver Courier | 13 .89 |
| 31260 - Parking and Lot Attendant | 9 .19 |
| 31290 - Shuttle Bus Driver | 14 .77 |
| 31310 - Taxi Driver | 9 .91 |
| 31361 - Truckdriver, Light | 14 .77 |
| 31362 - Truckdriver, Medium | 16 .55 |
| 31363 - Truckdriver, Heavy | 16 .83 |
| 31364 - Truckdriver, Tractor-Trailer | 16 .83 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 9 .27 |
| 99050 - Desk Clerk | 7 .22 |
| 99095 - Embalmer | 21 .13 |
| 99251 - Laboratory Animal Caretaker I | 8 .61 |
| 99252 - Laboratory Animal Caretaker II | 13 .46 |
| 99310 - Mortician | 21 .13 |

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|---|--------|
| 99410 - Pest Controller | 12 .10 |
| 99510 - Photofinishing Worker | 11 .06 |
| 99710 - Recycling Laborer | 14 .15 |
| 99711 - Recycling Specialist | 16 .26 |
| 99730 - Refuse Collector | 12 .79 |
| 99810 - Sales Clerk | 10 .45 |
| 99820 - School Crossing Guard | 12 .33 |
| 99830 - Survey Party Chief | 15 .89 |
| 99831 - Surveying Aide | 9 .79 |
| 99832 - Surveying Technician | 13 .40 |
| 99840 - Vending Machine Attendant | 12 .64 |
| 99841 - Vending Machine Repairer | 14 .48 |
| 99842 - Vending Machine Repairer Helper | 12 .64 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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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 link 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.
- 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.

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ATTACHMENT J-9
WAGE DETERMINATION

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.