

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

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

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

(End of Clause)

**H.2 ASBESTOS MATERIAL (MSFC 52.223-90) (JUN 2002)**

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

(End of Clause)

**H.3 HAZARDOUS MATERIAL REPORTING (MSFC 52.223-91) (AUG 2005)**

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

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

(End of Clause)

#### **H.4 MAJOR BREACH OF SAFETY OR SECURITY (NFS 1852.223-75) (FEB 2002)**

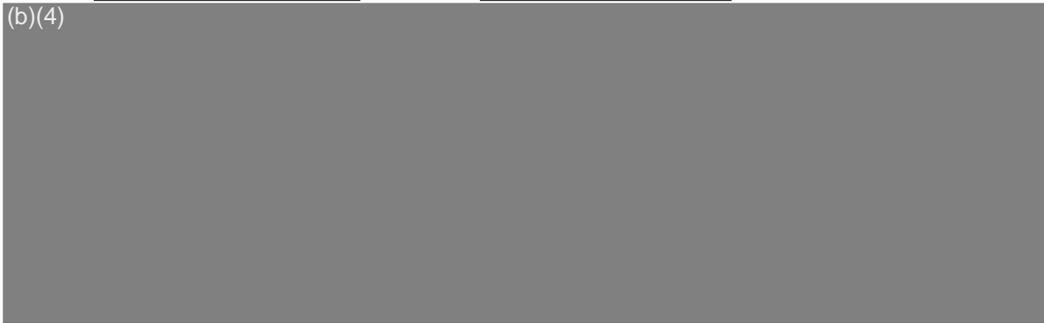
- A. Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect:
- (1) the public;
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

(End of Clause)

**H.5 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)**

- A. The personnel and/or facilities listed below are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- B. The Contractor shall make no diversion without the Contracting Officer's written consent provided, that the Contracting Officer may ratify in writing the proposed change, and such ratification shall constitute the Contracting Officer's consent required by this clause.
- C. The list of personnel and/or facilities shown below may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

(b)(4)

**FACILITIES:**

None

(End of Clause)

**H.6 EXPORT LICENSES (NFS 1852.225-70) (FEB 2000)**

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

AL, where the foreign person will have access to export-controlled technical data or software.

- C. The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- D. The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

#### **H.7 APPLICABLE MSFC REGULATIONS, OTHER LAWS AND REGULATIONS**

The Contractor and all its employees engaged in the performance of work under this contract shall observe and comply with all rules and regulations prescribed by the authorities at Marshall Space Flight Center and shall strictly comply with fire, safety, health, environmental, sanitation, and security regulations. In addition, the

Contractor shall obey and abide by and comply with Social Security, Workmen's Compensation and Unemployment Laws of the State as shall be applicable to the work hereunder and the Contractor shall obey and comply with all other Legislation, State and Federal Laws.

(End of Clause)

#### **H.8 FIRE PREVENTION AND PROTECTION**

The Contractor shall comply with all fire prevention measures prescribed in the Installation regulations, NASA Standard 8719.11, NASA Fire Protection; NPR 8715.3, NASA General Safety Program Requirements; and MWI 8715.11, Fire Safety Program, copies of which are on file in the Marshall Integrated Document Library (MIDL). Permission shall be obtained from the Industrial Safety Department for use of open flame devices such as blowtorches, portable furnaces, tar kettles, or gas and electric welding and cutting equipment. The Contractor shall be liable for any fire loss to Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by terms of this contract.

(End of Clause)

#### **H.9 INJURY AND MISHAP REPORTING**

- A. In the event of an on-site Type A or B (fatal or serious injury) to any employee, the following procedures shall be followed:
  - 1. Initial notification shall be by telephone immediately to the Protective Services Control Center, Emergency Medical Service, and OMEHS (Telephone 911).

2. Notify the Industrial Safety Department, 544-0046.
  3. Notify the Contracting Officer's Technical Representative (COTR).
  4. Submit a MSFC Form 4370 or notify by telephone (256-544-4357, select "0", and ask the technician to complete the Mishap Flash Report) within 4 hours of knowledge of the mishap.
  5. A follow-up mishap report shall be submitted using NASA Form 1627 within 10 days of the mishap in accordance with MWI 8621.1.
- B. In the event of any on-site incident or close call (the potential for lost-time; damage exceeding \$25,000; impacting critical project/program schedule; or gaining public attention) the following procedures shall be followed:
1. Initial notification shall be by MSFC Form 4370 or by telephone (256-544-4357, select "0", and ask the technician to complete the Mishap Flash Report) within 4 hours of knowledge of the incident or close call.
  2. Notify the Industrial Safety Department, 544-0046.
  3. Notify the COTR.
  4. The Industrial Safety Department will determine if a follow-up mishap report, NASA Form 1627, is required to be submitted within 10 days in accordance with MWI 8621.1.
- C. Mishap Board Report: Report shall be completed after completion of mishap investigation in accordance with MWI 8621.1.

(End of clause)

## **H.10 SITE LOCATION**

The intent of this contract is to procure Center Operation Support Services for the George C. Marshall Space Flight Center. On occasion, however, it may be required that work be performed at other facilities within MSFC's mission responsibilities. Contractors shall submit any cost variations caused by work at locations other than MSFC for that FWR or DO cost proposal.

(End of Clause)

## **H.11 HOURS OF WORK**

Unless otherwise specified, the core working hours are 7:00 a.m. to 4:00 p.m., Monday through Friday. The holidays listed in NFS 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG1992) shall be non-core workdays.

The Contractor shall obtain approval for any deviation from the core working hours or days by submitting a written request to be received at least 72 hours in advance, to the assigned technical monitor. No work shall be performed without such approval except for safeguarding life or property, however, the COTR may authorize other emergency deviations.

The Contractor shall participate in various NASA-wide or Center-wide activities that may disrupt the Contractor's planned work schedule. Historically, these disruptions are approximately 16 man hours per year, per individual. An example of this is the NASA-wide Performance Evaluation Profile (PEP) survey. This survey is used to assess employees general knowledge related to safety. In those instances where the Contractor's schedule is disrupted, the Contractor may justify revising the work schedule to the COTR. This adjustment shall not exceed ten working days.

In the event of severe weather conditions, the MSFC may suspend operations. When MSFC is closed due to weather conditions, no work shall be performed without approval of the COTR, and coordinated with the Protective Services Department.

(End of Clause)

## **H.12 SECURITY REQUIREMENTS**

All Contractor personnel, including subcontractors, will comply with MPR 1600.1 MSFC Security Procedures and Guidelines (as amended). Copies may be obtained from the MSFC Documentation Repository, Building 4491.

All Contractor Personnel, including subcontractors, working on the MSFC or its off site facilities must be U.S. citizens or Government approved foreign nationals, approved in accordance with NPR 1371.2. Unauthorized personnel will be removed from the Center.

All Contractor personnel, including subcontractors, are required to have a MSFC identification (ID) badge in their possession at all times while on the Center, or its off-site facilities. The ID badge will be displayed at all times unless otherwise restricted by special safety or security measures. Upon request, all Contractor-provided vehicles on Center will be identified with a service vehicle permit approved and issued by the Protective Services Department. Personnel and vehicles not properly identified will be removed from the Center. All personnel operating motor vehicles on the MSFC will comply with the Army MICOM Regulation 210-2, Alabama State Vehicular and Pedestrian Traffic Laws, and the instructions contained in Chapter 13 of MPR 1600.1. Personnel involved in a motor vehicle accident on the Center will immediately report the accident to the Contractor operated Protective Services Control Center (PSCC), at 4-HELP (4-4357), select appropriate option. Identification badges and vehicle passes must be strictly controlled. Lost, missing, or stolen badges or passes will be reported to the PSCC immediately for investigation. All badges must be returned to the Protective Services Department upon completion of the contract.

All known, obvious, or identifiable security violations, breaches, or suspicious activity will be immediately reported to the Protective Services Department, 4-4534.

(End of Clause)

**H.13 ENVIRONMENTAL PROTECTION**

The Contractor shall comply with all Federal, state and local laws and regulations pertaining to environmental compliance together with all provisions listed in the Technical Specifications for Renovations, Modifications, and Construction (TSRC).

- A. Hazardous and Controlled Waste Generation (MWI 8550.1 Waste Management): During performance of the contract, various materials may be procured which will result in the generation of hazardous and/or controlled wastes. These hazardous wastes are defined by the Alabama Department of Environmental Management regulations. The Contracting Officer will furnish specific waste collection criteria prior to start of work. The Contractor is responsible for coordinating all waste generation activities with the Environmental Engineering Department Environmental Support Contractor who shall arrange for transport and disposal of all hazardous and controlled waste off MSFC property.
- B. Hazardous Material Reporting (MWI 8550.5, Chemical Management): If during performance of this contract, the Contractor brings any hazardous material (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to the MSFC, a completed MSFC Form 4099 (MSFC Chemical Inventory Addition) shall be immediately forwarded to the address on the form. A copy of the Material Safety Data Sheet shall be forwarded to Occupational Medicine and Environmental Health Services (OMEHS).
- C. Pollution Prevention (NPG 8820.1, Pollution Prevention Program): During the performance of this contract, the Contractor shall implement pollution prevention in day-to-day activities. The Contractor shall actively implement the Pollution Prevention Act to reduce hazardous chemicals usage, hazardous waste generation, solid waste generation, conserve energy, and preserve natural resources at MSFC.
- D. Storm Water Pollution Prevention (MWI 8550.2, Storm Water Management): During the performance of this contract, the Contractor shall comply with AS10-OI-001 "Consolidated Environmental Response Plan." Depending on the Contractor operations, documented storm water inspection may be required on a daily/weekly/monthly basis such that MSFC is in compliance with the Alabama Department of Environmental Management National Pollutant Discharge Elimination System permit requirements.
- E. Air Compliance (MWI 8550.4, Air Emission Compliance): During the performance of this contract, the Contractor shall comply with MWI 8550.4 and the requirements of the MSFC Title V Air Permit. Depending on Contractor operations, documented air inspections may be required on a routine basis.
- F. Other Laws and Regulations: Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and Local Laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material, hazardous waste, pollution prevention and storm water prevention; or with other clauses regarding hazardous

materials, hazardous waste, pollution prevention and storm water pollution prevention which may be contained in the contract.

G. Contractor Liability: The Contractor is not liable for pre-existing environmental conditions under this contract.

(End of Clause)

#### **H.14 ELEVATORS**

Any temporary use of an existing elevator, in performance of COSS duties, shall be by arrangement with the COTR. Such use will be of an intermittent nature. The Contractor shall provide and maintain suitable and adequate protection covering as approved by COTR for the elevator machinery, the hatchway entrance, and the interior of the elevator during the period of temporary use. Loads in excess of the rated capacity of the elevator will not be permitted.

(End of Clause)

#### **H.15 RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS**

All items having any apparent historical or archaeological interest that are discovered in the course of any COSS activities shall be carefully preserved. The Contractor shall leave the archaeological find undisturbed, and shall immediately report the find to the COTR so that the proper authorities may be notified.

(End of Clause)

#### **H.16 VEHICLES**

Use of Contractor and Contractor employee vehicles on MSFC shall be subject to MSFC vehicle regulations. No major maintenance of Contractor vehicles shall be allowed on Center. Parking of Contractor equipment, trucks, etc., shall be as approved and assigned by the COTR. To reduce theft hazards, the Contractor shall not leave vehicle keys inside unattended vehicles.

(End of Clause)

#### **H.17 MEASUREMENT VERIFICATION**

All measurements of work under the contract shall be measured to the nearest whole unit (to the nearest square foot, to the nearest linear foot, etc.). The Contractor is responsible for verifying the dimension of all existing work to which work will be connected.

(End of Clause)

**H.18 CONTRACTOR ACCESS TO MSFC AND DELIVERIES**

Delivery of all materials required and ordered by the Contractor for performance of the effort required under this contract shall be scheduled to arrive at the Marshall Space Flight Center between the hours of 7:30 am and 3:00 p.m. Monday through Friday. After-hours deliveries may be made under special circumstances coordinated in advance. All delivery trucks shall typically enter through Gate 1 (except under special conditions) located on the east end of Martin Road. Under a heightened security posture, a detailed security inspection is conducted. The Contractor shall advise delivery companies in advance of Redstone Arsenal security and inspection requirements to prevent unnecessary delays or problems. The Contractor's superintendent or other authorized official shall be on-site to receive deliveries. The Government will not be responsible for acceptance of delivered material.

(End of Clause)

**H.19 ASSOCIATE CONTRACTOR AGREEMENTS**

- A. In order to achieve the requirements of this contract, the Contractor shall establish, in conjunction with the Contracting Officer (CO) and Contracting Officer's Technical Representative (COTR), the means for coordination and exchange of information with multiple onsite MSFC contractors. The purpose of this clause is to facilitate cooperation among MSFC professional services contractors in providing support for accomplishing MSFC's mission. The Contractor Agreements contemplated by this clause, established within 180 days after contract award, will be added by contract modification to this paragraph as required.
- B. MSFC requires Associate Contractor Agreements (prime, teammates, and subcontractors), including, but not limited to, the following contracts/contractors:

<u>Contract</u>	<u>Contractor</u>
Building Automation Systems Support	Mainthia Technologies, Inc.
Logistics Services	EG&G
Pressures, Propellants and Calibration (PP&C)	Teledyne Brown Engineering

- C. The Contractor shall document agreements with other Associate Contractors described in (a) above via Associate Contractor agreements. The Government will not be a party in such Associate Contractor agreements. A copy of each such agreement shall be provided to the CO. All costs associated with such agreements are included in the negotiated price of this contract.
- D. The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of the failure to resolve a disagreement with an Associate Contractor. Liability for the improper

disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

(End of Clause)

**H.20 SAFETY AND HEALTH (NFS 1852.223-70) (APR 2002)**

- A. Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.
- B. The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.
- C. The Contractor shall take, or cause to be taken, any other safety, and occupational health-measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.
- D. The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.
- E. The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.
- F. (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken.

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

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

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

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

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

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

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

H. The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (G) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (G) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (G) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (A), (B), (C), and (F) of this clause).

I. Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this

contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

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

(1) Written hazardous operating procedures for all hazardous operations; and/or

(2) Qualification standards for personnel involved in hazardous operations.

(End of Clause)

## **H.21 NATIONAL LABOR RELATIONS ACT**

The selected contractor shall be required to comply with the requirements of the National Labor Relations Act. Further, MSFC encourages contractors with collective bargaining agreements to become actively involved in the Area Labor-Management Relations Council sponsored jointly by the Marshall Space Flight Center and the Federal Mediation and Conciliations Service. Most of the incumbent contractor's "service employees" are represented by the following collective bargaining representatives (unions):

- A. North Alabama Building Trades Council (A consortium of 9 unions: (1). International Union of Operating Engineers, Local 320; (2). Bricklayers and Allied Craftworkers, Local 6; (3). United Association Plumbers and Steamfitters, Local 377; (4). Laborers International Union of North America, Local Union 366; (5). Sheet Metal Workers International Association, Local 48; (6). International Brotherhood of Electrical Workers, Local 558; (7). United Brotherhood of Carpenters and Joiners of America, Local 1209; (8) Millwrights Local 1192; and (9). International Brotherhood of Painters and Allied Trades, Local 1293). [Point of Contact: Larry Farmer, Building Trades President, telephone number (256) 383-4661/2279].
- B. International Brotherhood of Electrical Workers, Local 558, Facility Technicians, [Point of Contact: Larry Farmer, Business Manager, telephone number (256) 383-4661/2279].

As a Government Contracting Activity, NASA recognizes the legal right of contractor employees and unions to engage in collective bargaining with our contractors, as afforded them by the National Labor Relations Act. Therefore, the successful contractor agrees to maintain policies and practices that are congruous with these mandatory provisions of law.

(End of Clause)

**H.22 RESERVE GATE PROCEDURES - ONE-GATE PLAN**

In the event of a labor dispute, the Government can restrict the ingress and egress of the contractor's employees and suppliers to a specific gate. The contractor agrees to have the employees re-badged (if necessary) and to direct them and all suppliers to utilize only the gate designated in the reserve gate/one-gate procedure.

(End of Clause)

**H.23 APPLICABILITY OF SECTION CLAUSES TO SUBCONTRACTS**

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

Title

- G.2 Contractor Employee Badging and Employment Termination Clearance
- G.4 Installation-Accountable Government Property
- H.1 Observance of Legal Holidays
- H.2 Asbestos Material
- H.13 Environmental Protection
- H.22 Reserve Gate Procedures
- I.1 Option to Extend the Term of the Contract

(End of Clause)

**H.24 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**

<b>(ELEMENT 1)</b>	<b>(ELEMENT 3)</b>
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	

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

**3. PERFORMANCE RECOGNITION.**

Contractor performance will be recognized as follows:

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

<p><b>Level II</b> - Annual rating score of <math>\geq 28</math> based on the annual assessment score, and a LTC <math>&lt;</math> 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.</i></p> <p><i>Will impact contract evaluation and past performance referrals.</i></p>
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**Exception:** *Contractors with less than 100 employees located onsite MSFC.* To be rated in Level II, the contractor shall have no more than one lost time injury during the past year.

<p><b>Level III</b> - Annual rating score of <math>\leq 16</math> or a LTC NAICS rate.</p>	<p><i>Formal letter expressing concern.</i></p> <p><i>Corrective Action Plan requested.</i></p> <p><i>Data placed in Past Performance</i></p>
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***Failure to improve could result in contract options not being exercised.***

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

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

**4. CONTRACTOR ACCOUNTABILITY FOR MISHAPS.**

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

**5. EVALUATION PROCESS.**

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

The evaluation process will include these steps:

- Contractor to conduct 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**

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.

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

**NOTE:** If the contractor’s safety performance evaluation does not fall within one of the above categories, no recognition will be provided.

- Deductions
  - Failure to report information on all personnel and property mishaps that meet the criteria of a NASA NPR 8621.1B, on a monthly basis, will result in a deduction of \$1,000 for each occurrence of failure to report. Information to be reported includes items listed in paragraph 6 of the clause.

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	Committees established, little activity, employee involvement	Plans established to implement all sub-elements, at least two sub-elements	Personal protective equipment requirements established and being	Training needs evaluation begun, training template forms developed.

	participation framework defined, limited metrics.	beginning, awareness of process started.	beginning to function.	enforced, plans developed for other elements.	
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 Clause)

**H.25 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES OF FOREIGN CONTRACTORS**

- A. An employee of a domestic Marshall Space Flight Center (MSFC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the MSFC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign MSFC contractor/subcontractor may not be admitted to the MSFC site without special arrangements. For employees as described above, advance notice must be given to the MSFC Protective Services Office at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.
- B. All visit/badge requests for persons described in paragraph (a) above must be entered in the NASA Foreign National Management System (NFMMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a MSFC badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the Contractor’s representative(s) in certifying that all visit/badge request forms are processed in accordance with MSFC security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into MSFC until a completed request has been approved and processed through the NFMMS. Unescorted access will not be granted unless the MSFC Protective Services Office has completed a favorable National Agency Check (NAC).
- C. The Contractor agrees that it will not employ for the performance of work onsite at the MSFC any individuals who are not legally authorized to work in the United States. If the MSFC Industrial Security Specialist or the contracting officer has reason to believe that any employee of the Contractor may not be legally authorized to work in the United States and/or on the contract, the Contractor may be required to furnish copies of Federal Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

- D. The Contractor agrees to provide the information requested by the MSFC Protective Services Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to MSFC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to

NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by MSFC or any other Center to be visited.

(End of Clause)

#### **H.26 Task/Delivery Ordering Procedure**

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

B. See Section 1.6 of the PWS for task/delivery order procedures.

#### **H.27 ENVIRONMENTAL - GENERAL CLAUSE (MSFC 52.223-92) (DEC 2006)**

NASA/Marshall has developed and maintains an Environmental Management System, in accordance with Executive Order 13148, to support and implement its environmental policy of:

"Enabling Marshall's mission through environmental compliance and stewardship and by providing a safe and healthful workplace." (MPD 8500.1, "MSFC Environmental Policy").

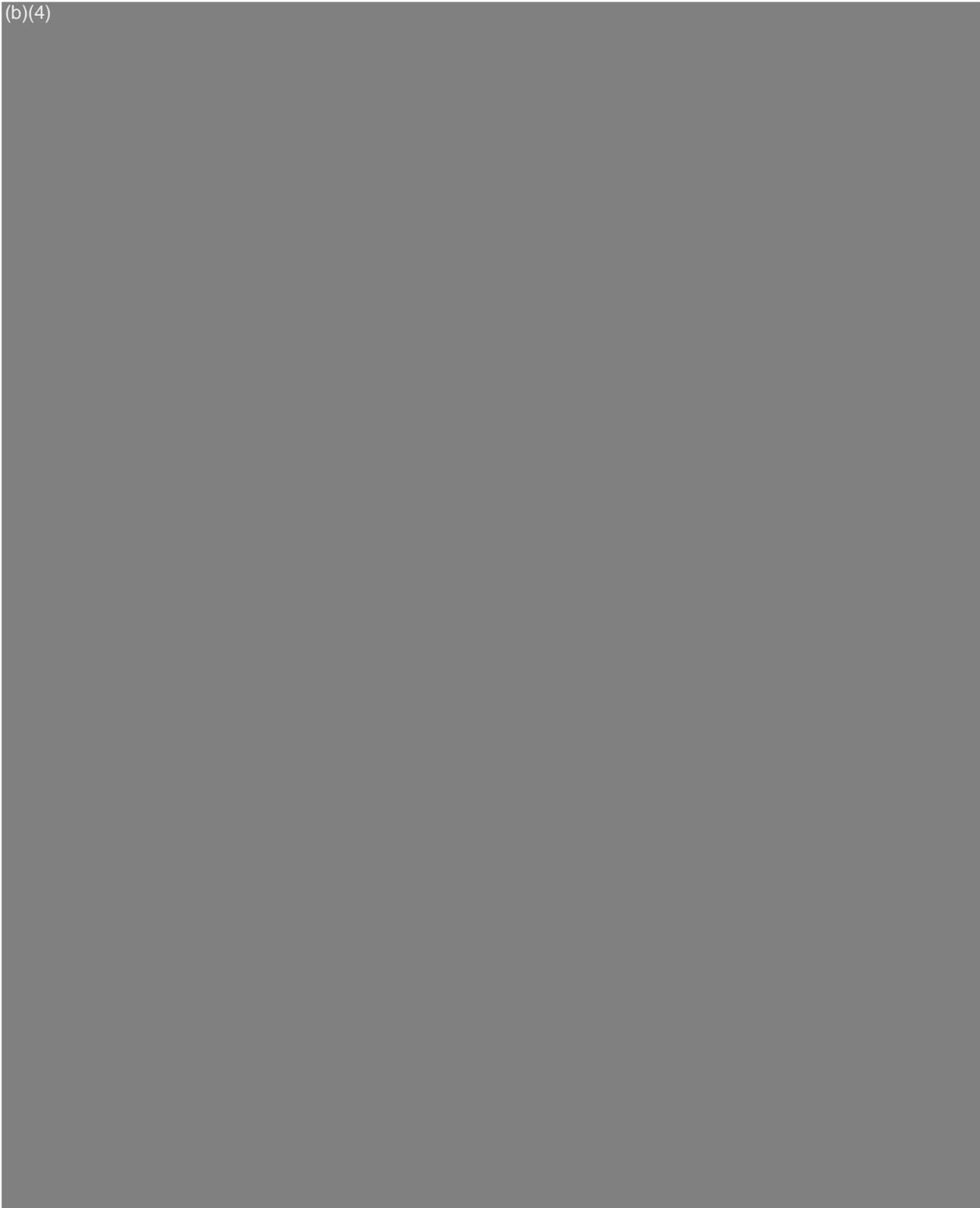
Contractors performing on-site shall comply with all applicable Environmental polices and procedures including, but not limited to, MPD 8500.1 and MPR 8500.1, "MSFC Environmental Management Program." MSFC contractors requiring on-site activities that could potentially impact the environment shall be responsible for following all established NASA/Marshall environmental procedures. These procedures and other applicable policies and procedures are available by contacting the NASA/Marshall Environmental Engineering & Occupational Health Office.

Failure to comply with environmental policies and procedures, may result in damage to the environment, and could potentially result in regulatory penalties against NASA and/or the Contractor, and Contractor loss of access to NASA/Marshall facilities.

(End of Clause)

**H.28 SMALL DISADVANTAGED BUSINESS PARTICIPATION – CONTRACT TARGETS**

(b)(4)



**H.29 REQUIREMENTS FOR THE PROTECTION OF INFORMATION AND INFORMATION TECHNOLOGY ASSETS**

This contract contains NFS 1852.204-76 Security Requirements for Unclassified Information Technology Resources. This clause specifies the contractor's responsibilities for the protection of information and information technology resources. Paragraph (b) of NFS 1852.204-76 clause identifies technical security requirements that NASA requires for the protection of information and information technology.

A determination has been made that the requirements of this contract may not require the delivery of the documentation and technical information specified in paragraph (b) of NFS 1852.204-76. Therefore, in accordance with paragraph (d) of NFS 1852.204-76, the contractor may request that the Contracting Officer waive the requirements of paragraph (b) provided that the contractor provides such request in writing and that such request provide all necessary rationale to substantiate the justification. This request shall be submitted to the Contracting Officer within 30 days of contract award. Upon receipt of this request, the Contracting Officer will forward this request for waiver to the MSFC Information Technology Security Manager for a final decision. The Contracting Officer will inform the requestor within 30 days whether the waiver has been approved or denied and shall maintain all documentation related to this determination in an appropriate location

(End of clause)

**H.30 52.223-93 ADVANCED NOTIFICATION OF CONTRACTOR EMPLOYEE DISCIPLINE OR INVOLUNTARY TERMINATION (MSFC 52.223) (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.

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## Conflict Management And Workplace Violence Prevention Guidelines

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

(End of clause)

### H.31 INCORPORATION OF THE CONTRACTOR'S PROPOSED INNOVATIONS INTO CONTRACT NNM08AA54C

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