

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➤	RATING DO C9	PPC	PAGE <b>1 OF 141</b>
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2. CONTRACT NO. <b>NNM11AA30C</b>	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. <b>4200305211</b>
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5. ISSUED BY Procurement Office National Aeronautics and Space Administration George C. Marshall Space Flight Center Marshall Space Flight Center, AL 35812	CODE <b>MGC/PS33</b>	6. ADMINISTERED BY (If other than Item 5) NASA/Marshall Space Flight Center Attn: PS33/Rhoney Triplett Marshall Space Flight Center, AL 35812 (256) 544-4096 or (256) 961-2092
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, country, State and ZIP Code) <b>Al-Razaq Computing Services 6001 Savoy, Suite 505 Houston, Texas 77036</b>	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT Net 30 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ➤ <b>ITEM 12</b>
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CAGE CODE: O35U7	VENDOR CODE:
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11. SHIP TO/MARK FOR National Aeronautics and Space Administration George C. Marshall Space Flight Center Marshall Space Flight Center, AL 35812	CODE <b>PS30</b>	12. PAYMENT WILL BE MADE BY NSSC Shared Services Center, Financial Management Division: Accounts Payable, BLDG 1111, C. Road Stennis Space Flight Center, MS 39529
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13. AUTHORITY FOR USING OTHER THAN FULL & OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	14. ACCOUNTING AND APPROPRIATION DATA
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	<b>Acquisition and Business Support Services as identified in B.1</b>				

15G. TOTAL AMOUNT OF CONTRACT ➤
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(X)	.SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	16
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	3	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	91
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	1	<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	2	<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	7	<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	13				

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Idrisa M. Iscandri, President/CEO	20A. NAME OF CONTRACTING OFFICER (Type or print) <b>Harry B. Craig</b>
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19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	20C. DATE SIGNED
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**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED**

(a) The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Performance Work Statement incorporated in Attachment J-1, Performance Work Statement (PWS), Acquisition and Business Support Services (ABSS).

(b) This is a performance-based, Firm-Fixed-Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) type contract. Work will be authorized in accordance with Clause H.2, Task Ordering Procedure, and Attachment J-14, IDIQ Task Order Process via issuance of Task Order(s) by the Contracting Officer (CO) which will be incorporated into Attachment J-5, Task Order (TO) Summary, by contract modification.

(c) In the event that the Government does not order the minimum quantity specified below for the base and each option period exercised, the Government’s obligation is limited to payment of the minimum. Cumulative Total Potential Contract Value is inclusive of training and travel estimated costs of \$140,000 per year.

	<b>Minimum Quantity</b>	<b>Maximum Quantity</b>	<b>Cumulative Total Potential Contract Value</b>
<b>Contract Periods</b>	<b>Est. Price</b>	<b>Est. Price</b>	
<b>Base Year (Yr 1)</b>	\$1,000,000	\$19,000,000	\$19,000,000
<b>Option 1 (Yr 2)</b>	\$1,000,000	\$20,000,000	\$39,000,000
<b>Option 2 (Yr 3)</b>	\$1,000,000	\$20,000,000	\$59,000,000
<b>Option 3 (Yr 4)</b>	\$1,000,000	\$20,000,000	\$79,000,000
<b>Option 4 (Yr 5)</b>	\$1,000,000	\$20,000,000	\$99,000,000

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

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

(f) The Government has estimated travel and training cost for the base period and each option period. Profit will not be paid for travel and training expenses, only the accepted travel and training overhead rate as set forth in Attachment J-4 will be applied to these costs. Travel and training cost shall be invoiced on a separate line item in all invoices based on allowable cost incurred as defined in the Federal Travel Regulations (FTR) and the overhead rate set forth in Attachment J-4.

(g) The Contractor shall obtain approval from the CO at least five (5) days prior to the incurrence of travel and training expenses. At the end of the TO period the CO shall modify the total contract value to deduct any non-expended travel and training dollars.

(End of clause)

## **B.2 CONTRACT RATE STRUCTURE**

TOs are anticipated to be placed against this contract in accordance with Clause H.2, Task Ordering Procedure, utilizing the rates in Attachment J-4, Contractor Fully Burdened Labor Rates Inclusive of Profit.

(End of clause)

## **B.3 PRICE DEDUCTIONS FOR LESS THAN OPTIMUM PERFORMANCE**

The performance requirements for TOs issued against the basic contract are summarized in Attachment J-3, Performance Requirements Summary. The methodology for determining corresponding price deductions if the contractor does not meet the performance requirements and Acceptable Quality Level (AQL) requirements is set forth below (a) Quality Performance Deductions and (b) Program Management Performance Deductions.

The Government will hold a semi-annual evaluation meeting with the Contractor to discuss performance deductions, if any, and other problems or issues with the Contractor's performance and the necessity or potential for improvement. Meetings may also be held with the Contractor on a more frequent basis to provide feedback on interim findings by the COTR.

Based on the Government's semi-annual performance evaluation, the Government may make price deductions computed in accordance with the methodology set forth. The Government may unilaterally reduce the amount of payment of invoices submitted by the Contractor to implement the price deductions. In addition, the Government may unilaterally reduce the FFP for the respective TO in order to implement the price deductions. In either event, the Government will provide prior written notice to the Contractor of the price deductions by providing a copy of the Government's evaluation reports, or by other means.

Price deductions for less than optimal performance will be administered in the areas of Quality and Program Management. Price deductions will also be administered for unfilled vacancies as delineated in Clause G.5, Consideration and Payment, paragraph c. All quality performance deductions are based on the cumulative value of all TOs for that reporting period (exclusive of Other Direct Costs (ODCs)). During semi-annual reviews the following factors will be assessed to determine the price deductions, if any.

### **(a) Quality Performance Deductions**

(1) The Contractor shall survey Contractor customers semi-annually to ascertain their evaluations of the quality of Contractor performance for that period of time. These

surveys will be targeted to the George C. Marshall Space Flight Center (MSFC), Michoud Assembly Facility (MAF), NASA Enterprise Application Competency Center (NEACC), National Space Science Technology Center (NSSTC) and other customers receiving support under this contract. The survey instrument is included as Attachment J-13, Customer Survey.

(2) The Contractor shall calculate a numerical rating semi-annually based on received customer survey scores. The semi-annual scoring will provide the basis for performance deductions for that rating period. The results of those surveys will be reported to the COTR in accordance with DRD 1321MA-006. The COTR will also make a qualitative assessment of the contractor's performance based on the severity and impact of any contractor performance problem(s) or deficiencies during the period, or where the benefits of contractor performance exceed the customer survey results. Based on this qualitative assessment, the COTR may recommend to the CO an adjustment in the adjective rating. Such adjustments will not be more than one adjective, up or down.

(3) Based on the COTR's recommended adjective rating, the CO will independently assess and assign the overall rating and notify the Contractor, provide supporting rationale for the rating, and allow the Contractor a rebuttal. Upon receipt of the rebuttal, if any, the CO will make a decision concerning the extent, if any, of price deductions for that rating period. A rating period is regarded as semi-annual performance under a TO. TOs are anticipated to be one year in length when authorized under this Contract.

(4) The Government is interested in acquiring performance at the Excellent Performance Level. Performance below this level is not considered advantageous to the Government. Price deductions will be based upon the following scale, applied to the cumulative value of all TOs for that reporting period.

<u>Adjective Rating</u> (Numerical Rating)	<u>Deduction</u>
Excellent (4.00 – 5.00)	0 %
Very Good (3.00 – 3.99)	1%
Good (2.00 – 2.99)	2%
Satisfactory (1.00 – 1.99)	8%
Poor/Unsatisfactory (0 – 0.99)	14%

(b) Program Management Performance Deductions

All Program Management Performance Deductions for less than optimal performance are detailed in Attachment J-3, entitled Performance Requirements Summary (PRS).

(c) Deductions for less than optimum performance, as outlined in Attachment J-3, Performance Requirements Summary, shall be reflected in the next invoice after the Contractor is notified by the Government of pending deductions (Reference G.5, Consideration and Payment).

(d) Notwithstanding the foregoing, the Government's right under this clause to reduce price for less than optimal performance is in addition to the rights of the Government prescribed in FAR 52.246-4, Inspection of Services – Fixed Price and FAR 52.249-8, Default (Fixed-Price Supply and Service).

(End of clause)

**B.4 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989)**

(a) Of the total price of items through   \*  , the sum of \$   \*   is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

<b>SCHEDULE FOR ALLOTMENT OF FUNDS</b>	
Date: *	Amounts: *

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until   \*  .

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

\* Note: This clause, with specific TO values and dates, will be included in each individual TO.

(End of clause)

[END OF SECTION]

## **SECTION C - DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT**

### **C.1 SPECIFICATION/PERFORMANCE WORK STATEMENT**

The Performance Work Statement (PWS) is set forth in Attachment J-1, Performance Work Statement (PWS), Acquisition and Business Support Services (ABSS).

(End of clause)

### **C.2 RESPONSIBILITIES AND ASSOCIATED GROUND RULES**

Functions and responsibilities directly involved or associated with the management of any MSFC organizations are expressly excluded from this contract. The Contractor shall provide a secondary review of all assigned activities such that no inherently governmental functions are performed by the Contractor, and if directed to do so, the Contractor shall immediately notify the Contracting Officer. The Contractor is referred to FAR Part 7.5, Inherently Governmental Functions.

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

- (1) Policymaking or management of MSFC operations;
- (2) Program or project management;
- (3) Technical management of Government contracts;
- (4) Direction or supervision of other Government Contractors or Government agencies, or otherwise acting as an agent to obligate or commit MSFC in any capacity; and
- (5) Supervision of Government employees.

(b) As a result of the close working proximity between Contractor personnel and NASA Civil Servants, the Contractor shall adhere to the following ground rules in performance of the effort as delineated in Attachment J-1.

- (1) The Contractor shall ensure that its employees are managed by its own Contractor management, and that the Contractor management has the autonomy to deal effectively with their employees and implement corporate policies.
- (2) The Contractor shall ensure that office space occupied by their personnel is clearly labeled with the name of the company.

- (3) The Contractor shall ensure, to the extent practicable, that correspondence signed by Contractor employees is on company letterhead.
  - (4) The Contractor shall ensure that their on-site personnel, when receiving or placing telephone calls, identify their employer, in addition to whatever appropriate greeting is used.
  - (5) The Contractor, when participating in meetings with Government and/or other Contractor employees, shall ensure that their personnel identify themselves as Contractor employees so that their actions will not be construed as acts of Government officials.
  - (6) The Contractor's management staff shall perform individual job performance evaluations on all Contractor personnel in support of this effort.
- (c) The following ground rules apply to all contractor personnel:
- (1) Contractor personnel shall not approve invoices. If an invoice is received by a contractor employee in the IFMP/SAP system, it shall be forwarded to a Contracting Officer for approval in the system. However, the contractor employee may obtain necessary documentation of the COTR's invoice approval and forward to the Contracting Officer.
  - (2) Contractor personnel shall not perform the following functions: a) serve as the primary interface with NASA Headquarters or any MSFC contractor on budgetary or acquisition related matters that would require negotiation and/or decision making by the contractor employee; b) finalize procurement pre-negotiation positions; c) conduct procurement negotiations; or d) sign procurement price negotiation memoranda.
  - (3) Contractor personnel shall be clearly identified on all internal correspondence as [Name/Acronym of Contractor] Support Personnel.
  - (4) Contractor personnel shall not sign external correspondence, with the following exceptions: a) request for quotation facsimiles may be issued by contractor personnel; however, the facsimile must clearly identify the individual as a contractor employee; and, b) e-mails which transmit copies of contracts/modifications for signature.
  - (5) Contractor personnel may be identified as contract administrators on contracts/orders less than the simplified acquisition threshold (SAT) (i.e., \$100,000 for non-commercial items or \$5,000,000 for commercial items), but must be identified as a contractor employee. However, it is preferred that a civil servant be identified on all external documents.
  - (6) For all other procurements, Government personnel shall be identified as the administrator; however, a contractor employee may be identified as the point of contact and must be identified as a contractor employee.

(7) Contractor personnel may create synopses for posting to appropriate Government websites. However, points of contact shall be Government personnel.

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

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

(End of clause)

[END OF SECTION]

**SECTION D - PACKAGING AND MARKING**

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

I. Federal Acquisition Regulation (48 CFR Chapter 1) Clause

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

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

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

(End of clause)

[END OF SECTION]

**SECTION E - INSPECTION AND ACCEPTANCE**

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

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.246-4	Inspection of Services - Fixed-Price	AUG 1996

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

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

(End of clause)

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

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

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

(End of clause)

[END OF SECTION]

**SECTION F - DELIVERIES OR PERFORMANCE**

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

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop-Work Order	AUG 1989

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

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

(End of clause)

**F.2 PERIOD OF PERFORMANCE**

The base period of performance of this contract will be May 1, 2011, through April 30, 2012. The phase-in purchase order period will be March 11, 2011, through April 30, 2011.

In the event the Government elects to exercise its option(s) pursuant to the terms of this contract (ref. Clause I.16, Option to Extend the Term of the Contract), the period of performance for each option will be as set forth below:

<u>Option Periods</u>	<u>Period of Performance</u>
Option 1	May 1, 2012 through April 30, 2013 (Exercised)
Option 2	May 1, 2013 through April 30, 2014
Option 3	May 1, 2014 through April 30, 2015
Option 4	May 1, 2015 through April 30, 2016

(End of clause)

**F.3 PLACE OF PERFORMANCE**

The Contractor shall provide Acquisition and Business Support Services (ABSS) onsite at Marshall Space Flight Center (MSFC), Alabama; Michoud Assembly Facility (MAF), Louisiana; NASA Enterprise Application Competency Center (NEACC), Alabama; National Space Science Technology Center (NSSTC), Alabama and other locations as may be approved in writing by the Contracting Officer.

(End of clause)

**F.4 PHASE-IN/PHASE-OUT**

(a) Contractor Phase-In

The services provided by this Order are vital to the Government's overall effort. Therefore, continuity of these services must be maintained at a consistently high level without disruption. To this end, the Contractor shall conduct an orderly phase-in of contract activities prior to assumption of responsibility for the effort described in the PWS. These phase-in activities are to be performed under a separate phase-in purchase order with a FFP maximum amount of \$100,000 and all costs associated with phase-in are not allowable to this contract.

(b) Contractor Phase-out

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

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

(End of clause)

[END OF SECTION]

## SECTION G – CONTRACT ADMINISTRATION DATA

### G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

#### I. Federal Acquisition Regulation (48 CFR Chapter 1) clauses

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

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

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

### G.2 1852.242-70 TECHNICAL DIRECTION (SEP 1993)

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

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

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

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

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

(1) Rescinded in its entirety; or

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

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

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

(End of clause)

**G.3 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (DEVIATION) (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 CO 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) 4100.1, NASA Materials Inventory Management Manual

NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements

NASA Procedural Requirement (NPR) 4300.1, 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 will 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 five 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 off-site 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:
- (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.
  - (2) Office furniture.
  - (3) Property listed in Attachment J-8, Installation-Provided Property and Services.
    - (i) 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.
    - (ii) 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: None
  - (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.4 MSFC 52.204-90 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (AUG 2010)**

- (a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be submitted electronically through NASA's Agencywide Personal Identity Verification (PIV) system. Requests for badging will be routed electronically

to the appointed Contracting Officer Technical Representative (COTR) or the Alternate COTR for approval prior to processing by the MSFC Protective Services Office.

(b) Contractor employees must undergo a background investigation prior to being issued a full-time Contractor badge granting access to Redstone Arsenal. Contractor employees not previously cleared for a full-time Contractor badge (e.g., not previously included in the NASA/MSFC or DoD/Redstone database) must complete a Background Investigation Questionnaire and Release form as soon as practicable and before the employee requires Redstone access. When these forms are completed and submitted to MSFC Security, the Contractor employees may be granted an extended visitor's badge granting restricted Redstone access for a period not to exceed 30 days. This 30-day period is normally more than adequate for the Government to conduct its Background Investigation if the applicant's submission is truthful, accurate and complete, and there are no preexisting issues noted in the investigation. If the Contractor employee does not successfully clear the Background Investigation process within 30 days, the extended visitor badge will be revoked. If the visitor badge is revoked, the contractor employee may not enter MSFC and, if the contractual work assignment requires the employee to be onsite and/or have access to Government IT systems, the employee shall discontinue charging their time to the contract immediately. Any Contractor concerns regarding the timeliness of investigation processing should be raised to the Contracting Officer. The Contracting Officer has sole discretion to extend the 30-day limit.

(c) Contractor employees requiring a badge and/or access to NASA IT systems for less than 179-days within a 365-day period must undergo a fingerprint check through National Crime Information Center/Interstate Identification Index (NCIC/III). Contractor requests for temporary badging of employees shall be submitted electronically through NASA's PIV system. Requests for temporary badging will be routed electronically to the appointed Contracting Officer Technical Representative (COTR) or the Alternate COTR for approval prior to processing by the MSFC Protective Services Office.

(d) The Contractor shall establish procedures to ensure that badged contractor employees who no longer require Center access properly clear all accounts and turn in their badge and decal(s) to the MSFC Protective Services Office in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," or MSFC Form 383-3, "Michoud Assembly Facility (MAF) Contractor Employee Clearance Form", when the access is no longer needed. An electronic PIV Employee Termination Request must also be submitted.

(e) Instruction on how to access the PIV system and request for copies of MSFC Forms 383-1 and 383-3 shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of clause)

## **G.5 CONSIDERATION AND PAYMENT**

(a) The Contractor shall be paid every two (2) weeks for the work described in the contract as authorized by properly executed TOs. Annual TOs shall contain a payment schedule derived by dividing the total value of the TO by the number of bi-weekly periods in the specified period

of performance. For example, a TO with a total value of \$260,000 and a period of performance of one year would provide for 26 equal payments of \$10,000 ( $\$260,000/26$ ), less deductions resulting from the contractor's performance as outlined in B.3, Price Deductions for Less Than Optimum Performance, and summarized in Attachment J-3, Performance Requirements Summary, and the prorated deduction for unfilled vacancies as set forth in paragraph (c) below.

(b) Payments for travel performed in compliance with the FTR and training will only be made after completion of the activity.

(c) The Contractor shall deduct a prorated amount from each applicable invoice commensurate with the hours multiplied by the applicable fully burdened labor rate in Attachment J-4 for any unfilled vacancies during the invoice period. An unfilled vacancy is any position authorized and required per an approved task order that is vacated and which the contractor is required to fill with a qualified replacement employee. Task Orders will be reduced to incorporate deductions for unfilled vacancies as soon as the vacancy is filled.

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

- (1) Contract Number/TO Number;
- (2) Bi-weekly period covered; and
- (3) Payment amount specified in TO.

(e) Invoices furnished by the Contractor shall be submitted electronically to:

NASA Shared Services Center  
Financial Management Division—Accounts Payable  
Building 1111, C Road  
Stennis Space Center, MS 39529  
Fax: 866-209-5415  
Email: NSSC-accounts payable@nasa.gov

An information copy shall be furnished via email to the following:

George C. Marshall Space Flight Center  
Attn: Rhoney Triplett, Jr., PS33  
Marshall Space Flight Center, AL 35812

(End of clause)

## **G.6 OCCUPANCY MANAGEMENT REQUIREMENTS**

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, the Contractor shall comply with the following in performance of work in and around Government real property:

- (1) NPD 8800.14, Policy for Real Estate Management
- (2) NPR 8831.2, Facility Maintenance Management

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

[END OF SECTION]

**SECTION H – SPECIAL CONTRACT REQUIREMENTS**

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

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

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

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
1852.208-81	Restrictions on Printing and Duplicating	NOV 2004
1852.223-75	Major Breach of Safety or Security	FEB 2002
1852.225-70	Export License	FEB 2000

**H.2 1852.216-80 TASK ORDERING PROCEDURE (ALTERNATE I) (OCT 1996)**

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

- (1) Date of the order.
  - (2) Contract number and order number.
  - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
  - (4) Performance standards, and where appropriate, quality assurance standards.
  - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
  - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
  - (7) Delivery/performance schedule including start and end dates.
  - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within **three** calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

Note: Reference J-14, IDIQ Task Order Process Flow Chart

(End of clause)

### **H.3 1852.223-70 SAFETY AND HEALTH (APR 2002)**

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.
- (b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

- (c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the CO 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.4 1852.228-75 MINIMUM INSURANCE COVERAGE (OCTOBER 1988)**

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

- (a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.
- (c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."
- (e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

**H.5 RESERVED**

(End of clause)

**H.6 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)**

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing,

replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance, and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

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

Key Personnel Names	Position
Mr. Ron Lentz	Program Manager
Mr. Langston Hunter	Deputy Program Manager and Business Team Lead
Ms. Ginger Darnell	Acquisition Team Lead

(End of clause)

**H.7 RESERVED**

(End of clause)

**H.8 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) ALTERNATE II (OCT 2000)**

- (a) The on-site Government personnel observe the following holidays:

New Year's Day  
 Labor Day  
 Martin Luther King, Jr.'s Birthday  
 Columbus Day\*  
 President's Day\*  
 Veterans Day  
 Memorial Day  
 Thanksgiving Day  
 Independence Day  
 Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

\* Note: MAF location substitutes Ash Wednesday and Fat Tuesday for these holidays.

- (b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by its self be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.
- (c) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.
- (d) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (c) of this clause, it shall be without loss to the Contractor.

(End of clause)

#### **H.9 MSFC 52.223-90 ASBESTOS MATERIAL (DECEMBER 2013)**

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, shall notify MSFC's Environmental Engineering and Occupational Health Services, Office for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of clause)

#### **H.10 HAZARDOUS MATERIAL REPORTING**

- (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, Chemical 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.11 RESERVED**

(End of clause)

**H.12 LIMITATION OF FUTURE CONTRACTING**

Performance of this contract involves (1) participation in all phases of the acquisition process (i.e., from acquisition planning through closeout of the contract) at MSFC, (2) access to and use of highly sensitive information belonging to both the Government and third parties and (3) analysis and document preparation in support of the Government's decision-making processes. Thus, to avoid any conflict of interest related to unequal access to information, biased ground rules, and/or impaired objectivity with respect to future contracting opportunities, the Contractor or any subcontractor (including any affiliate as defined in FAR 2.101) under this contract shall not perform nor assist with the performance of any other contract/agreement under the cognizance of MSFC during the performance of this contract.

(End of clause)

**H.13 MSFC 52.223-94 SAFETY PERFORMANCE EVALUATION, EVALUATION CRITERIA, AND PERFORMANCE RECOGNITION (NOVEMBER 2013)**

**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 Safety, Health and Environment (SHE) Plan and applicable Data Requirement Documents (DRD) are met. Contractor safety performance evaluation will be based on the MSFC safety and health program elements identified in MPR 8715.1, MSFC Safety, Health and Environmental (SHE) Program. The Contractor shall conduct an annual self-evaluation of their safety and health program based on these criteria. The Contractor shall submit an annual self-evaluation to the Contracting Officer (CO) no later than 30 days after each anniversary of the contract. The 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 the Contractor's safety and health performance appropriately—positive or negative.

For the purpose of validating 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 1 of this clause. 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, health and environmental 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 and health 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>
<b>Management and Employee Involvement</b>	<b>Hazard Prevention and Control</b>
Management Commitment	Hazard Elimination and Control Process (Engineering/Administrative/Safety Devices/Work Practices/Personal Protective Equipment)
Documented Safety Policy and Goals	Preventative Maintenance for Facility and Equipment
Employee Involvement/Engagement	Emergency Preparedness and Drills
Safety Committees	Emergency Medical Care Program
Safety Meetings	Hazard Control Programs
Subcontractor Safety	Occupational Health Program
Resources	Tracking Hazard Correction
Accountability	Access to Professional Safety Staff
Annual Safety and Health Program Evaluation	Disciplinary Program

<b>(ELEMENT 2)</b>	<b>(ELEMENT 4)</b>
<b>Worksite Hazard Analysis</b>	<b>Safety and Health Training</b>
Baseline Surveys and Analyses for the Worksite	Employee Knowledge of Hazards in the Workplace, Recognize Hazards, Signs and Symptoms of Workplace-Related Illnesses, and Safe Work Procedures
Perform Analysis Of New Work and When Significant Changes Occur	Supervisor and Managers Understand Their Safety and Health Responsibilities
Job Hazard Analysis/ Process Review for Routine Jobs	Training Documentation
Routine Self-Inspections	Training Curriculum Specific to the Worksite Operations
Hazard Reporting by Employees	
Investigation Of Mishap/Close Calls	
Injury/Illness Rates	

**3. PERFORMANCE RECOGNITION.**

In accordance with MPR 8715.1, “Marshall Safety, Health, and Environmental (SHE) Program”, Contractor performance that is validated and recognized to have achieved a world-class program within the term of the contract will be recognized with the following:

<p><b>Superior Safety Performance level-</b> Annual rating score of <math>\geq 36</math> and a Lost Time Case Rate (LTC) <math>\leq 50\%</math> of the LTC National average for the applicable North American Industry Classification System (NAICS) average.</p>	<p><i>Plaque Presentation by the Center Director at the Marshall Team Meeting.</i></p> <p><i>Appropriate contractor past performance referrals may be provided.</i></p>
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**Exception:** *Contractors with less than 100 employees located onsite at MSFC and/or MAF. To be rated at Superior Safety Performance level, the Contractor shall have no lost time injuries during the past year.*

The following will result in cases where a Contractor’s performance is rated as being below the accepted safety performance level:

<p><b>Below Accepted Safety Performance level -</b> Annual rating score of <math>\leq 16</math> or a LTC that is <math>&lt;10\%</math> of the LTC National average for the applicable NAICS average.</p>	<p>Formal letter from S&amp;MA Director and the Director of the Office of Procurement expressing concern. <i>Corrective Action Plan requested.</i></p> <p><i>Data may be placed in contractor past performance database.</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 at MSFC and/or MAF. A Below Accepted Safety Performance level will be given to a contractor having more than one lost time injuries during the past year.*

<p>If Contractor’s Safety and Health Performance evaluation rating falls within the range (<math>&gt;16</math>, but <math>&lt;34</math>) and the Contractor achieves a LTC between <math>\pm 10\%</math> of the LTC National average for the applicable NAICS, the Contractor’s performance is recognized as acceptable.</p>	<p><i>No recognition</i></p>
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**NOTE:** The most current Department of Labor NAICS average, 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, “Mishap and Close Call 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 an annual self-assessment of their safety and health program and assign a numerical score to each element (4) using the Safety and Health Management Implementation Guide and Assessment Matrix at Attachment 1.
- Contractor self assessments will address compliance with their approved Safety, Health and Environmental (SHE) Plan and MPR 8715.1, “Marshall Safety, Health, and Environmental (SHE) Program.”
- Contractor to have their self-assessment validated by CO/COTR and Industrial Safety Branch.
- On an annual basis, the CO will apply incentives/recognition or consequences based on the validated yearly score. The CO will make a determination annually for items requested in paragraph 6 that are not reported. *(Also, see paragraph 7 below.)*
- Contractor will provide their self-assessment as shown in Attachment 2 or an equivalent format.

#### **6. SAFETY METRIC REPORTING.**

The Contractor shall report safety metrics using [MSFC Form 4371](#) to the extent specified in the contract. Refer to MWI 8715.1, “Marshall Safety, Health, and Environmental (SHE) Program.”

Service and Support contracts - DRD for Mishap and Safety Statistics Report

Construction contracts - MSFC Technical Specification for Repair and Construction (TSRC), Specs and Techs, or Master Specs.

**7. FAILURE TO REPORT**

If the Contractor fails to timely and accurately report to the CO, COTR and the MSFC Industrial Safety Branch, pursuant to the requirements of the relevant contract, all the information on all personnel and property mishaps that meet the criteria of NPR 8621.1, “NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping”, MWI 8621.1, “Mishap and Close Call Reporting and Investigation Program”, and the items in paragraph 6 of this clause, the CO may reduce the profit/fee/price/cost otherwise payable under the relevant contract in an amount of up to \$1,000 for each occurrence of failure to report. Any reduction amount shall be determined by and left to the sole discretion of the CO. This reduction does not apply to award fee type contracts where the award fee payable is based on the award fee criteria and is determined by the Fee Determination Official.

**Safety Performance**  
**Evaluation Summary**

**Evaluation Criteria and Performance Recognition**

**EVALUATION CRITERIA**

- Management Leadership and Employee Involvement (Element 1)
- Worksite Analysis (Element 2)
- Hazard Prevention and Control (Element 3)
- Safety and Health Training (Element 4)

Score	<b>≥ 36 points (Annual Score)</b>	<b>≤ 16 points (Annual Score)</b>
LTC	<p style="text-align: center;"><u>and</u></p> <p>≤50% of the LTC National average for the applicable NAICS</p> <p><b>Exception:</b> Contractors with less than 100 employees located onsite at MSFC and/or MAF shall have <u>no</u> lost time injuries during the past year.</p>	<p style="text-align: center;"><u>or</u></p> <p>&gt; than 10% of the LTC National average for the applicable NAICS</p> <p><b>Exception:</b> Contractors with less than 100 employees located onsite at MSFC and/or MAF. A Below Accepted Safety Performance level rating will be given when <u>more than one</u> lost time injuries are reported during the past year.</p>
<b>Grade Levels</b>	<b>Superior Safety Performance</b>	<b>Below Accepted Safety Performance</b>
Recognition	<p>Plaque Presentation by the Center Director at the Marshall Team Meeting.                      Appropriate contractor past performance referrals may be provided.</p>	<p>Formal letter from S&amp;MA Director and the Director of the Office of Procurement expressing concern. Corrective Action Plan requested.  <b>Failure to improve could result in Contract Options not being exercised.</b></p>

**NOTE: If the Contractor’s safety performance evaluation does not fall within one of the above categories, no recognition will be provided and possible follow-up by the MSFC Industrial Safety Office.**

- Reductions in profit/fee/price/cost payable
  - Failure to timely and accurately report information on all personnel and property mishaps that meet the criteria of NPR 8621.1, “NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping”, MWI 8621.1, “Mishap and Close Call Reporting and Investigation Program” and the items in paragraph 6 of this clause may result in a reduction in the profit/fee/price/cost otherwise payable under this contract in an amount of up to \$1,000 for each occurrence of failure to report. Any reduction amount shall be determined by and left to the sole discretion of the CO. This reduction does not apply to award fee type contracts where the award fee payable is based on the award fee criteria and is determined by the Fee Determination Official.

ATTACHMENT 1

**Safety and Health Management Implementation Guide and Assessment Matrix**

Score	Management Leadership and Involvement (Element 1)		Worksite 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.
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[END OF ATTACHMENT 1]

**ATTACHMENT 2**

***Safety and Health Performance Self-Evaluation***

Contractors shall conduct an annual self-evaluation of their safety and health program based on the applicable elements and sub-elements of the MSFC safety, health and environmental (SHE) program as listed below. Specific criteria are shown on ATTACHMENT 1 entitled “Safety Health Management Implementation Guide and Assessment Matrix.” Element 1 has a management and employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point. The score for each element should be shown below along with explanatory comments for each element.

<b>(ELEMENT 1)</b>	<b>(ELEMENT 3)</b>
<b>Management and Employee Involvement</b>	<b>Hazard Prevention and Control</b>
Management Commitment	Hazard Elimination and Control Process (Engineering/Administrative/Safety Devices/Work Practices/Personal Protective Equipment)
Documented Safety Policy and Goals	Preventative Maintenance for Facility and Equipment
Employee Involvement/Engagement	Emergency Preparedness and Drills
Safety Committees	Emergency Medical Care Program
Safety Meetings	Hazard Control Programs
Subcontractor Safety	Occupational Health Program
Resources	Tracking Hazard Correction
Accountability	Access to Professional Safety Staff
Annual Safety and Health Program Evaluation	Disciplinary Program
<b>(ELEMENT 2)</b>	<b>(ELEMENT 4)</b>
<b>Worksite Hazard Analysis</b>	<b>Safety and Health Training</b>

Baseline Surveys and Analyses For The Worksite	Employee Knowledge Of Hazards In The Workplace, Recognize Hazards, Signs and Symptoms Of Workplace-Related Illnesses, and Safe Work Procedures
Perform Analysis Of New Work and When Significant Changes Occur	Supervisor and Managers Understand Their Safety and Health Responsibilities
Job Hazard Analysis/ Process Review For Routine Jobs	Training Documentation
Routine Self-Inspections	Training Curriculum Specific To The Worksite Operations
Hazard Reporting By Employees	
Investigation Of Mishap/Close Calls	
Injury/Illness Rates	

Contractor: \_\_\_\_\_ Contract #: \_\_\_\_\_ Date of Evaluation Period: \_\_\_\_\_

Name of Person Verifying: \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Element 1:**

Management Commitment: \_\_\_\_ Employee Involvement: \_\_\_\_ Combined Average: \_\_\_\_

Comments:

**Element 2:**

Worksite Analysis: \_\_\_\_

Comments:

**Element 3:**

Hazard Prevention and Control: \_\_\_\_\_

Comments:

**Element 4:**

Safety and Health Training: \_\_\_\_\_

Comments:

**Total Score:** \_\_\_\_\_

Comments/ Validation By:

Comments:

Contracting Officer:

Comments:

COTR:

Comments:

Representative/S&MA Office:

Comments:

**[End of Attachment 2]**

(End of Clause)

**H.14 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 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 (NFMNS) 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 NFMNS. 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 on this contract 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.15 MSFC 52.223-92 ENVIRONMENTAL - GENERAL CLAUSE (AUG 2010)**

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

(End of Clause)

**H.16 DOCUMENTATION OF TRAINING AND MSFC ON-SITE REQUIRED TRAINING COURSES**

MSFC requires that all on-site personnel complete the training courses listed below as well as any future training requirements mandated by MSFC. These courses are provided as internet-based courses via the NASA SATERN training system to which contractor employees will be provided access. Contractors shall maintain training records for each employee, documenting the completion of these and any other required training courses.

- New Employee IT Security Training
- Basic Information Technology Security (ITS)
- Protecting Sensitive But Unclassified Information (SBU)
- SHE 101 – The Safety, Health, and Environmental Program
- SHE 102 – MSFC SHE Program Refresher Training
- SHE 152 – Hazard Warning Signs, Tags, and Barricades
- NASA Property Responsibility and Accountability
- Recognition and Prevention of Workplace Violence

(End of Clause)

[END OF SECTION]

## 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](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 18) Clauses

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 (OCT 2010)
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 (OCT 2010)
52.203-13	Contractor Code of Business Ethics and Conduct (APR 2010)
52.203-14	Display of Hotline Poster(s) (DEC 2007)
52.204-1	Approval of Contract (DEC 1989) [Insert "MSFC Department Manager
52.204-7	Central Contractor Registration (APR 2008)
52.204-9	Personal Identity Verification of Contractor Personnel (SEP 2007)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JULY 2010)
52.207-3	Right of First Refusal of Employment (MAY 2006)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.211-15	Defense Priority and Allocation Requirements (APR 2008)
52.215-2	Audit and Records - Negotiation (OCT 2010)
52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 2010)
52.215-13	Subcontractor Cost or Pricing Data - Modifications (OCT 2010)

- 52.215-15 Pension Adjustments and Asset Reversions (OCT 2010)
- 52.215-17 Waiver of Facilities Capital Cost of Money (OCT 1997)
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)
- 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications. (OCT 2010)
- 52.219-6 Notice of Total Small Business Set-Aside (JUN 2003)
- 52.219-8 Utilization of Small Business Concerns (MAY 2004)
- 52.219-14 Limitations on Subcontracting (DEC 1996)
- 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
- 52.222-3 Convict Labor. (JUN 2003)
- 52.222-17 Non-displacement of Qualified Workers (JAN 2013)
- 52.222-19 Child Labor—Cooperation with Authorities and Remedies (JAN 2014)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (MAR 2007)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2010)
- 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2010)
- 52.222-41 Service Contract Act of 1965. (NOV 2007)
- 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (SEP 2009)
- 52.222-50 Combating Trafficking in Persons (FEB 2009)
- 52.222-54 Employment Eligibility Verification (SEP 2009)
- 52.223-5 Pollution Prevention and Right-to-Know Information (AUG 2003)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-10 Waste Reduction Program (AUG 2000)
- 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
- 52.224-1 Privacy Act Notification. (APR 1984)
- 52.224-2 Privacy Act (APR 1984)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.227-1 Authorization and Consent (DEC 2007)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
- 52.228-5 Insurance - Work on a Government Installation (JAN 1997)
- 52.229-3 Federal, State, and Local Taxes (APR 2003)
- 52.232-1 Payments (APR 1984)
- 52.232-8 Discounts for Prompt Payment (FEB 2002)
- 52.232-9 Limitation on Withholding of Payments (APR 1984)
- 52.232-11 Extras (APR 1984)
- 52.232-17 Interest (OCT 2010)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-25 Prompt payment (OCT 2008)
- 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)
- 52.233-1 Disputes (JUL 2002) - Alternate I (DEC 1991)

- 52.233-3 Protest after Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.237-3 Continuity of Services (JAN 1991)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-1 Changes - Fixed-Price (AUG 1987) Alternate I (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (OCT 2010)
- 52.245-1 Government Property (AUG 2010)
- 52.246-25 Limitation of Liability - Services (FEB 1997)
- 52.248-1 Value Engineering (OCT 2010)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (MAY 2004)
- 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

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

- 1852.219-74 Use of Rural Area Small Businesses. (SEP 1990)
- 1852.223-74 Drug-and alcohol-free workforce. (MAR 1996)
- 1852.228-75 Minimum Insurance Coverage. (OCT 1988)
- 1852.237-70 Emergency Evacuation Procedures. (DEC 1988)
- 1852.243-71 Shared Savings. (MAR 1997)

**I.2 RESERVED**

**I.3 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

- (a) *Definition.* As used in this clause—United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object

to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

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

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

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

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to—
- (1) Contractors and subcontractors that employ fewer than 15 persons;
  - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
  - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
  - (4) Contractor facilities where upon the written request of the Contractor, the

Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
  - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- a. Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
  - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
  - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

**(End of clause)**

**I.4 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES  
(MAY 1989)**

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

**THIS STATEMENT IS FOR INFORMATION ONLY  
THIS IS NOT A WAGE DETERMINATION**

A. Classification, Grades, and Rates

<u>Classification</u>	<u>Grades</u>	<u>Rates</u>
General Clerk III	GS-04	13.36
Technical Writer I	GS-07	18.52
Technical Writer II	GS-09	22.65
Technical Writer III	GS-11	27.41

B. Fringe Benefits (applicable to all classifications)

1. Health and Insurance

Life, accident and health insurance and sick leave program, 25 percent of basic hourly rate.

2. Holidays

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

\* Note: MAF location substitutes Ash Wednesday and Fat Tuesday for these holidays.

3. Vacation or Paid Leave

- a. 4 hours of annual leave each pay period for an employee with less than 3 years of service.
- b. 6 hours of annual leave each pay period for an employee with 3 but less

- than 15 years of service.
- c. 8 hours of annual leave each pay period for an employee with 15 or more years of service.
- 4. Sick Leave  
4 hours of sick leave each pay period.
  - 5. Retirement  
1-1/2 percent of basic hourly rate plus Thrift Savings Plan plus Social Security.

(End of clause)

**I.5 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR 18) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

**I.6 MSFC 52.252-90 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OFFERORS INCORPORATED BY REFERENCE (FEB 2001)**

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

(End of clause)

**I.7 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 11)**

- (a) The contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.
- (b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions,

programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: <http://www.nasa.gov/offices/ocio/itsecurity/index.html>. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions.

- (1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.
- (2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.
- (3) IT Security Management Plan--This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.
- (4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at <https://itsecurity.nasa.gov/policies/index.html>.
- (d) The contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.
- (e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract in accordance with retention documentation available in the ADL. The contractor shall

provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.

- (f) The contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

**I.8 1852.215-84 OMBUDSMAN (OCT 2003) ALTERNATE I (JUN 2000)**

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the pre-award and post-award phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.
- (b) If resolution cannot be made by the contracting officer, interested parties may contact the center ombudsman, Mr. Todd A. May, George C. Marshall Space Flight Center, DAO1, Building 4200, Marshall Space Flight Center, AL 35812, telephone: 256-544-1912, facsimile: 256-544-5228, and e-mail address: [todd.may@nasa.gov](mailto:todd.may@nasa.gov). Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail [james.a.balinskas@nasa.gov](mailto:james.a.balinskas@nasa.gov). Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.
- (c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

**I.9 1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)**

(a) Definitions.

Historically Black Colleges or University, as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

Small disadvantaged business concern, as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

Women-owned small business concern, as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

- (b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.
- (c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.
- (d) Contractors acting in good faith may rely on written representations by their

subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

**I.10 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)**

- (a) As used in this clause, sensitive information refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.
- (b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.
- (c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to--
  - (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
  - (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
  - (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
  - (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
  - (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
  - (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
  - (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflict of Interest (OCI) Plan, which this contract incorporates as a compliance document.

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

(End of clause)

**I.11 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)**

- (a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.
- (c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

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

information subject to this restriction is contained in pages [*insert page numbers or other identification of pages*].

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

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

- (2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.
- (d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:
- (1) Comply with all specified procedures and obligations, including the Organizational Conflict of Interest Plan, which the contract has incorporated as a compliance document.
  - (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
  - (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
  - (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
  - (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
  - (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
  - (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

- (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.
- (f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- (g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

**I.12 52.216-18 ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **April 1, 2011** through **March 31, 2016**.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**I.13 52.216-19 ORDER LIMITATIONS (OCT 1995)**

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) *Maximum order.* The Contractor is not obligated to honor-
- (1) Any order for a single item in excess of **\$20,000,000**;
  - (2) Any order for a combination of items in excess of **\$20,000,000**; or
  - (3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **10** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**I.14 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after March 31, 2016.

(End of clause)

**I.15 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **60** days.

(End of clause)

**I.16 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within **60** days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60** days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five** (5) years.

**I.17 52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by entering the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see [52.204-7](#)).
- (b)
  - (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.
  - (2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
  - (3) With the exception of the Contractor, only Government personnel and authorized users performing business on behalf of the Government will be able to view the Contractor's record in the system. Public requests for system information will be

(4) handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

**I.18 52.232-18 AVAILABILITY OF FUNDS (Apr 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

**I.19 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR  
(APR 1984)**

Funds are not presently available for performance under this contract beyond September 30, 2012. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2012, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

[END OF SECTION]

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J  
LIST OF ATTACHMENTS

<u>Attachment No.</u>		<u>Pages</u>
J-1	Performance Work Statement	J-1-1 – J-1-8
J-2	Data Procurement Document	J-2-1 – J-2-26
J-3	Performance Requirements Summary	J-3-1
J-4	Contractor Fully Burdened Labor Rates	J-4-1 – J-4-2
J-5	Task Order Summary	J-5-1
J-6	Personal Identity Verification (PIV) Procedures	J-6-1 – J-6-4
J-7	Safety Performance Evaluation Summary	J-7-1 – J-7-3
J-8	Installation-Provided Property and Services	J-8-1
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J-13	Customer Survey	J-13-1 – J-13-4
J-14	IDIQ Task Order Process	J-14-1
J-15	Position Descriptions	J-15-1 – J-15-10
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ATTACHMENT J-1

PERFORMANCE WORK STATEMENT (PWS)  
ACQUISITION AND BUSINESS SUPPORT SERVICES (ABSS)

**1.0 INTRODUCTION**

This Performance Work Statement (PWS) broadly defines the requirements for providing a variety of acquisition and business support services to assist the Marshall Space Flight Center (MSFC), the Michoud Assembly Facility (MAF), NASA Enterprise Application Competency Center (NEACC), National Space Science Technology Center (NSSTC) and other MSFC managed locations as required in fulfilling their missions and is depicted in the Work Breakdown Structure Diagram provided in Figure 1 (J-1-8). These services include a myriad of operational and administrative disciplines in support of the Office of Procurement, the Office of the Chief Financial Officer (OCFO), and other MSFC offices and directorates. Work under this Indefinite Delivery/Indefinite Quantity (IDIQ) contract will be authorized and more specifically defined in individual task orders.

The support provided through this contract shall utilize the functions provided by the Integrated Enterprise Management Program (IEMP). The IEMP uses SAP/R3 as the backbone with the Contract Management Module (CMM), and incorporates a Business Warehouse (BW) for additional reporting capability. This system is the primary tool that will be used by the personnel performing this contract. Additional information about IEMP can be found at <http://iemp.nasa.gov>.

**2.0 PROGRAM MANAGEMENT**

The Contractor shall provide the necessary management, personnel, and equipment/supplies (not otherwise provided by the Government) required to perform the support services broadly defined in this contract and as more specifically described in subsequent task orders.

The Contractor shall report and document this work and fulfill the requirements of associated Data Requirement Descriptions (DRDs) as outlined in DPD 1321 (Attachment J-2). The Contractor shall determine the data restriction that applies to each data deliverable and mark or transmit the data restriction in accordance with section 2.3.3 of the Data Procurement Document.

**2.1 Contract Management and Control**

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

The Contractor shall track all requirements on this contract and ensure the Government is not charged for unfilled vacancies.

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

The Contractor shall provide a secondary review of all assigned activities such that no inherently governmental functions are performed by the Contractor, and if directed to do so, the Contractor shall immediately notify the CO (Reference C.2, Responsibilities and Associated Ground Rules).

The Contractor shall conduct Customer Surveys to address PWS 3.0 and 4.0 activities. Customer Survey Results shall be reported in accordance with DRD 1321MA-006. (Reference J-3, Performance Requirements Summary, and J-13, Customer Survey).

## 2.2 Plans and Reports

The Contractor shall provide the overall management effort required to integrate operational and programmatic functions necessary to perform this contract. The Contractor shall prepare and submit for approval a Management Plan in accordance with DRD 1321MA-001. In the ABSS Management Plan, the Contractor shall provide an IT Security section that includes how they will develop, implement, and maintain IT Security. This section shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are used under this contract.

The Contractor shall prepare and submit an Organizational Conflict of Interest (OCI) Plan in accordance with DRD 1321MA-002.

The Contractor shall establish, implement, and maintain management control systems required to plan, organize, direct, and control task order activities. The Contractor's management system shall track the status of all task orders from planning to completion, and record projected and actual resources expended on each task order. In addition, the Contractor shall report the number of days required to fill each new or back-fill position required. The Contractor shall prepare and submit Monthly Status Reports that status each task order on a monthly basis in accordance with DRD 1321MA-005.

The Contractor shall prepare and submit Badged Employee and Remote Information Technology (IT) User Listings in accordance with DRD 1321MA-003.

The Contractor shall prepare and submit Contractor Employee Clearance Documents in accordance with DRD 1321MA-004.

The Contractor shall prepare and submit the Position Risk Designation for Non-NASA Employee form in accordance with DRD 1321MA-007.

The Contractor shall establish and implement an industrial safety, occupational health, and environmental program that (a) prevents employee fatalities, (b) reduces the number of incidents, (c) reduces the severity of employee injuries and illnesses, and (d) protects the environment through the ongoing planning, implementation, integration and management control of these programs in accordance with DRD 1321SA-001. The Contractor shall submit a SHE Plan which shall address each of the following MSFC SHE core program requirements in detail that are applicable to the contracted effort and include a matrix that identifies where each requirement is addressed:

- (1) Management leadership and employee involvement.
- (2) Worksite analysis.
- (3) Hazard prevention and control.
- (4) Safety, health and environmental training.

The Contractor shall report mishaps and safety statistics to the MSFC Industrial Safety Branch in accordance with DRD 1321SA-002. The Contractor shall prepare and submit directly into the NASA Incident Reporting Information System (IRIS) or shall use the forms listed in section 15.4 of DRD 1321SA-002 or electronic equivalent to report mishaps and related information required to produce the safety metrics.

### **3.0 BUSINESS SUPPORT SERVICES**

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

#### **3.1 Accounting and Resource Management Operations**

The Contractor shall provide services in support of NASA's Accounting and Resource Management functions. The Contractor services shall support initiating, tracking and monitoring purchase requests. The Contractor shall also support tracking, verifying, and financial reporting on funds, commitments, obligations, costs and disbursements. The Contractor shall support the recording and maintenance of financial transactions and documents in various financial and document management systems. In addition, the Contractor shall support processing cost transactions into the financial systems and reviewing and analyzing contractor cost reports for reasonableness and accuracy. The Contractor shall support the

monitoring of property activity and processing of accounting transactions to reflect the financial impacts. The Contractor shall coordinate policy and process documentation, review and configuration control. The Contractor shall support general ledger management functions associated with journal voucher processing, reconciliations and validations. In addition, the Contractor shall support travel management functions which include travel order preparation, advances, reimbursements, voucher processing and general customer assistance.

### 3.2 Budget Integration and Analysis

The Contractor shall support a wide range of business management functions associated with the formulation and execution of program and institutional budgets for all MSFC projects and/or organizations as required. This support requires the application of sound financial management principles in the areas of financial analysis, performance measurement, cost control, budget preparation, execution and monitoring. The Contractor shall support the formulation, presentation, review and justification of program budgets, including the preparation of required budget documents. The Contractor shall also provide accurate and timely financial management information to enable the development and justification of funding requirements. The Contractor shall monitor and track commitments, obligations and costs through the review and analysis of financial management data and the periodic reporting of financial performance. The Contractor shall develop and integrate monthly phasing plans, forecasting the expenditure of funds and utilization of workforce. In addition, the Contractor shall provide budget execution performance analysis including, trend analyses of rates of expenditures, comparisons of actual performance to the financial plan, identification of variances and advice and recommendations as requested on budgetary issues and financial management matters.

### 3.3 Business Systems

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

### 3.4 Business Best Practices

The Contractor shall assist MSFC projects and/or organizations with assessing business practices, processes, and tools used in order to maximize efficiency, streamline business processes, and improve overall business operations. The Contractor shall provide assistance in analyzing organizational effectiveness and efficiency and recommend potential corrective actions. The Contractor shall provide independent status reports and assessments as required, and track and analyze program cost/schedule status to predict program/project financial progress at selected milestones or fiscal year end. The Contractor shall develop business models and plans to assist MSFC with strategies for improved resource and facility usage under full cost accounting methodologies.

## 4.0 ACQUISITION SUPPORT SERVICES

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

### 4.1 Administrative Services

The Contractor shall provide administrative support services to each of the Procurement Offices as required in the areas of clerical support and data processing support.

#### 4.1.1 Procurement Clerk Support

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

#### 4.1.2 Documentation Support

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

### 4.2 Acquisition Policy Services

The Contractor shall support the policy and information management functions providing assistance for tasks such as, but not limited to, preparing and maintaining policy documentation; interpretation and dissemination of procurement regulations; preparing pricing and cost analysis reports; maintaining training records; and creating, updating and maintaining contract and solicitation templates.

4.2.1 Marshall Management System Documentation Support

The Contractor shall assist with preparation and updates to directives and documents that are the responsibility of the Procurement Office. The Contractor shall assist Procurement Office personnel by attending Document Control Board (DCB) meetings, providing responses/resolutions for action items resulting from DCB meetings, and participating in internal Procurement Office assessments.

4.2.2 Procurement Policy and Regulations Support

The Contractor shall monitor changes issued to the Federal Acquisition Regulation (FAR) and NASA FAR Supplement (NFS) (e.g., FACs, PICs, PINs) along with procurement policy decisions made by NASA Headquarters, and shall provide these, along with a description of their impact upon current operations, for dissemination.

4.2.3 Pricing and Cost Analysis Support

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

4.2.4 Procurement Systems Services Support

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

4.2.5 Special Studies, Databases, Reports, and Programs Support

The Contractor shall prepare and maintain information databases (paper and electronic), recurring and non-recurring procurement reports and special studies in response to procurement-related inquiries from Center organizations, other NASA Centers, Federal Agencies, oversight organizations, and the general public. The Contractor shall coordinate with appropriate systems programming organizations, procurement representatives, and other entities to compile data in support of these activities. Examples of recurring reports, databases, special studies, and programs that may require support include the acquisition forecast, master buy plan, unsolicited proposal program, procurement professional (civil service) certification program,

COTR certification program, performance evaluation, and source evaluation. Reports and studies shall be maintained in on-line databases, other electronic media, or paper files as required.

#### 4.3 Acquisition Management Services

The Contractor shall provide assistance to the Government in preparing documentation for awarding and administering solicitations and contractual instruments. These services shall include tracking and providing status of procurement activities, preparing contract file documentation and contractual documents for signature. Contractual documents include any type of solicitation, contract, agreement, purchase order, delivery order, grant, and cooperative agreement. Contract file documentation includes any supporting documentation required by law, regulation or policy in order to execute a contractual document.

##### 4.3.1 Tracking and Providing Status of Procurement Activities

The Contractor shall establish a mechanism for tracking and processing recurring activities. The Contractor shall be required to prepare routine correspondence or documentation for signature, transmit this information to the appropriate offices for action, track and provide the status on those actions, and file completed actions in the official contract file. The Contractor shall provide support that involves multiple tasks associated with the administration of the MSFC purchase card program.

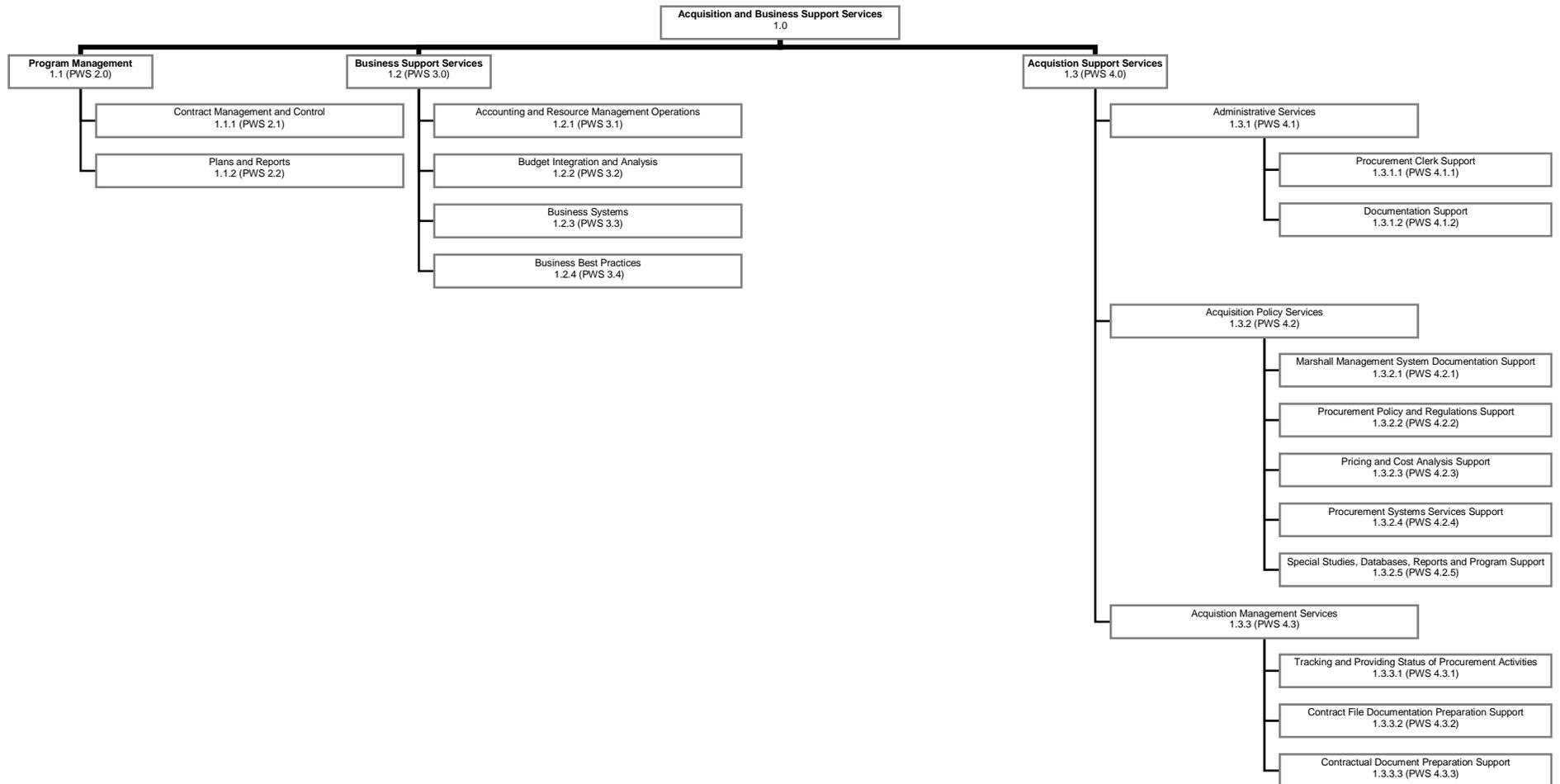
##### 4.3.2 Contract File Documentation Preparation Support

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

##### 4.3.3 Contractual Document Preparation Support

The Contractor shall prepare contractual documents in accordance with the FAR, NFS, Center procurement policies, and CO guidance. All award documents and modifications shall be reviewed and executed by a CO. This task shall require the Contractor to interface with COTRs and contractors in order to obtain the data needed to prepare the contractual document.

**Figure 1**  
**Work Breakdown Structure Diagram**



**NNM11AA30C**

CONTRACT/RFP

EXHIBIT NUMBER

**J-2**

ATTACHMENT NUMBER

**Acquisition and Business Support Services**

PROJECT/SYSTEM

***DATA PROCUREMENT DOCUMENT***

**Al-Razaq**

CONTRACTOR

**May 31, 2011**

DATE

National Aeronautics and  
Space Administration

National Aeronautics and Space Administration					DATA PROCUREMENT DOCUMENT	
<b>DOCUMENT CHANGE LOG</b>					NO.	ISSUE
					1321	Revision A
INCORPORATED REVISIONS				AS OF:		SUPERSEDING:
OUTSTANDING REVISIONS				05-31-11		PAGE:
						04-01-11
						1 of 1
AUTHORITY	PORTION AFFECTED - PAGE NO./NO.				REMARKS	
(DPD Revision)	INTRO	SGR	DRL	DRD		
Contract Mod. 0001				X	DRD 1321MA-005, Monthly Status Report: Deleted d and e from 15.3 CONTENTS.	

## 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 DRDs 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, an Introduction, a Statement of General Requirements, DPD maintenance procedures, a DRL, and the DRDs.

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 DRDs.

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 (DRDs)

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, DRDs of this DPD are grouped into the following broad functional data categories:

<u>CATEGORY SYMBOL</u>	<u>DESCRIPTION</u>
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 DRDs have been sectionalized in accordance with the above data categories.

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

1.2.4 Document Change Log (DCL): The Document Change Log chronologically records all revision actions that pertain to the DPD.

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>
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- 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 DRDs 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 Performance Work Statement 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 includes such identification elements as title, number, revision, etc., and a copy of the referenced data is supplied with the response document at time of delivery to NASA.

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

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

### 2.3.2 Format

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

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

### 2.3.3 Data Restriction Marking

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

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

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

#### **International Traffic in Arms Regulations (ITAR) Notice**

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

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

**Export Administration Regulations (EAR) Notice**

This document contains information within the purview of the Export Administration Regulations (EAR), 15 CFR 730-774, and is export controlled. It may not be transferred to foreign nationals in the U.S. or abroad without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exception is obtained/available from the Bureau of 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://avmcc.msfc.nasa.gov/repository/index.php>. 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 document 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.
- 3.3.2 The date of the DPD shall be entered under the "as of" block of the Document Change Log. 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 modification number, portions affected, and remarks. All changes to the DPD/DRDs shall be identified in the "Remarks" column.
- 3.4 DPD Reissues
- 3.4.1 When conditions warrant, the DPD shall be reissued by NASA for each contract modification that affects the DPD and shall supersede the existing DPD in its entirety. Reissues shall be issued by contractual direction.
- 3.4.2 All revision dates shall remain in the Date Revised block on all DRDs. The issue symbol, which shall commence with "A" and progress through "Z," shall be entered in the DPD identification block of each DRD page of the DPD.

## Acquisition and Business Support Services

### Data Requirements List

<u>DRD</u>	<u>DATA TYPE</u>	<u>TITLE</u>	<u>OPR</u>
MA – Management			
1321MA-001	1	Management Plan	RS30
1321MA-002	2	Organizational Conflict of Interest (OCI) Plan	RS30
1321MA-003	3	Badged Employee and Remote IT User Listing	AS50
1321MA-004	3	Contractor Employee Clearance Document	AS50
1321MA-005	3	Monthly Status Report	RS30
1321MA-006	2	Customer Survey Results	RS30
1321MA-007	3	Position Risk Designation for Non-NASA Employee	AS50
SA – Safety			
1321SA-001	2	Safety, Health, and Environmental (SHE) Plan	AS10/QD12
1321SA-002	3	Mishap and Safety Statistics Reports	QD12

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1321                      **ISSUE:** Revision A
2. **DRD NO.:** **1321MA-001**
3. **DATA TYPE:** 1
4. **DATE REVISED:** 05-31-11
5. **PAGE:** 1/1
6. **TITLE:** Management Plan
7. **DESCRIPTION/USE:** To provide a description of the contractor's overall management system and organization for accomplishing the requirements set forth in the contract.
8. **OPR:** RS30                      9. **DM:** RS30
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** 30 calendar days after award of contract
12. **SUBMISSION FREQUENCY:** Revise as required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 2.2
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, 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 the following:
  - 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.
  - c. An IT Security section that includes how they will develop, implement, and maintain IT security. This section shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are used under this contract (ref. Clause I.7, Security Requirements for Unclassified Information Technology Resources).
- 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.:** 1321                      **ISSUE:** Revision A
2. **DRD NO.:** **1321MA-002**
3. **DATA TYPE:** 2
4. **PAGE REVISED:** 05-31-11
5. **PAGE:** 1/2
  
6. **TITLE:** Organizational Conflict of Interest (OCI) Plan
7. **DESCRIPTION/USE:** To demonstrate to the Government that the contractor will avoid, neutralize, or mitigate OCIs in order to provide unbiased, impartial advice.
8. **OPR:** RS30                      9. **DM:** RS30
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Draft with proposal; final 30 calendar days after effective date of contract
12. **SUBMISSION FREQUENCY:** As required
13. **REMARKS:** Reference is made to Clause H.12, *Limitation of Future Contracting*; FAR Part 9.5 and NFS Subpart 1809.5, *Organizational and Consultant Conflicts of Interest*.
14. **INTERRELATIONSHIP:** PWS paragraph 2.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Organizational Conflict of Interest (OCI) Plan describes the contractor's detailed approach to identify, resolve, and report potential OCI issues.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Organizational Conflict of Interest Plan shall include (1) the contractor's approach to identify, resolve, and report potential OCI issues and (2) an appendix of specific mitigation strategies for resolving identified OCIs. At a minimum, the plan shall:
  - a. Demonstrate an understanding of (1) OCI principles and (2) the full breadth of OCI issues and the types of harm that can result.
  - b. Define company roles, responsibilities, and procedures for screening (i.e., identifying/recognizing, analyzing/evaluating, resolving, and reporting) existing and new business opportunities for actual/potential OCIs.
  - c. Identifying any affiliated companies/entities (e.g., a parent company or a wholly-owned subsidiary) and procedures for coordinating OCIs with such affiliated companies/entities.
  - d. Explain how subcontractors will identify, resolve, and report OCIs.
  - e. Establish and require entrance training for new employees, refresher training for existing employees, and exit training for departing employees.
  - f. Define organizational and employee sanctions for violations of established OCI procedures/requirements/guidelines.
  - g. Require periodic self-audits to ensure compliance with established OCI procedures/requirements/guidelines.
  - h. Define records related to the OCI plan (e.g., training and audit records) that will be made available to the Government upon request.

**DRD Continuation Sheet****TITLE:** Organizational Conflict of Interest (OCI) Plan**DRD NO.:** 1321MA-002**DATA TYPE:** 2**PAGE:** 2/2

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

- i. Identify the strategy for resolving each OCI that is either identified in the solicitation or created by the requirements of the solicitation/contract and explain the effect of such strategy on performance of the contract. Specific resolution strategies shall be appended to the plan.
- j. Require the reporting of all potential/actual OCIs during performance of the contract. An OCI report shall include (1) a description of the conflict, (2) the plan for avoiding, neutralizing, or mitigating the conflict, and (3) the benefits/risks vis-à-vis contract performance associated with plan approval/acceptance. Specific resolution strategies shall be appended to the plan upon approval by the Government.

**15.4 FORMAT:** Contractor format is acceptable.**15.5 MAINTENANCE:** Changes shall be incorporated by change pages or complete reissue.

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1321                      **ISSUE:** Revision A
2. **DRD NO.:** **1321MA-003**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 05-31-11
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:** RS30
  
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:** Not later than 10 working days prior to the effective date of contract
  
12. **SUBMISSION FREQUENCY:** Formal update quarterly and all submissions will be encrypted via email or on CDs 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* (March 2009), NPR 1600.1, *NASA Security Program Procedural Requirements*.
  
14. **INTERRELATIONSHIP:** PWS paragraph 2.2
  
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 contain the data identified in Attachment A.
  
- 15.4 **FORMAT:** Contractor format shall be submitted via Attachment A.
  
- 15.5 **MAINTENANCE:** None required



**DATA REQUIREMENTS DESCRIPTION (DRD)**

1. **DPD NO.:** 1321                      **ISSUE:** Revision A
2. **DRD NO.:** **1321MA-004**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 05-31-11
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 required.
8. **OPR:** AS50                      9. **DM:** RS30
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Not later than 2 working days after access is no longer required
12. **SUBMISSION FREQUENCY:** As required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 2.2
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 required.
- 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.:** 1321
2. **DRD NO.:** **1321MA-005**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 05-31-11
5. **PAGE:** 1/1
6. **TITLE:** Monthly Status Reports
7. **DESCRIPTION/USE:** To provide data for the assessment of order progress by Task Order directive. To provide visibility to contractor and MSFC management of actual and potential problems and progress toward meeting the requirements of the contract.
8. **OPR:** RS30
9. **DM:** RS30
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Not later than 10 working days after the end of the contractor's first accounting month
12. **SUBMISSION FREQUENCY:** Monthly thereafter. The report shall be submitted ten working days following the end of the Contractor's accounting month.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 2.2
15. **DATA PREPARATION INFORMATION:**
  - 15.1 **SCOPE:** The Monthly Status Report provides a comprehensive status on all active Task Orders and includes the necessary information to assess status and identify problems that need resolution for accomplishment of the order tasks.
  - 15.2 **APPLICABLE DOCUMENTS:** None
  - 15.3 **CONTENTS:** The Monthly Status Report shall include:
    - a. A review of work accomplished, including quantitative description, during the reporting period.
    - b. A discussion of non-routine tasks planned for the next reporting period.
    - c. An indication of any problems which may impede performance or impact performance, schedule or cost.
    - d. The number of days required to fill each new or back-fill position required.
    - e. Any other information that may assist the Government in evaluating the technical and administrative program; such as innovative processes, cost-reduction initiatives, etc.
    - f. Self-assessment data as required in Clause B.3.
  - 15.4 **FORMAT:** Contractor format is acceptable. Electronic media is strongly encouraged.
  - 15.5 **MAINTENANCE:** None required

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1321                      **ISSUE:** Revision A
2. **DRD NO.:** **1321MA-006**
3. **DATA TYPE:** 2
4. **PAGE REVISED:** 05-31-11
5. **PAGE:** 1/2
6. **TITLE:** Customer Survey Results
7. **DESCRIPTION/USE:** To provide the results of customer surveys for each reporting period.
8. **OPR:** RS30                      9. **DM:** RS30
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Not later than 10 working day following end of first period of performance
12. **SUBMISSION FREQUENCY:** Semi-Annually
13. **REMARKS:** Reference is made to Clause B.3, *Price Reductions for Less Than Optimum Performance* and Attachment J-13, *Customer Survey*. This document is a compilation of the results of the contractor's survey of its customers, and will form the basis of determining the quality of that performance and resulting price deductions, if any.
14. **INTERRELATIONSHIP:** PWS paragraph 2.1
15. **DATA PREPARATION INFORMATION:**
  - 15.1 **SCOPE:** The Customer Survey Results describes the process by which the contractor gathers customer evaluations of its performance and reports its findings to the Government. This report will form the basis of the Government's determination of any price reductions based on the contractor's performance during the reporting period.
  - 15.2 **APPLICABLE DOCUMENTS:** None
  - 15.3 **CONTENTS:** The Customers Survey Results shall separately address PWS 3.0 and PWS 4.0 activities. For each of the PWS sections, it shall consist of a copy of each of the department-level customer survey responses received for the reporting period, a description of the staffing support (i.e., work-year equivalent or WYE) supporting each department, a summary adjective rating for that PWS section, and calculations supporting the reported averages.
    - a. The contractor's report shall average the customer responses into a single, prorated rating for PWS 3.0 and, separately, PWS 4.0 for the rating period. The prorating will be based on the number of WYEs. For example:

	PWS X.X		
Department	A	B	C
WYE	1	6	2
Adjective	Excellent	Very Good	Satisfactory
Weighted	5 (= 1 WYE x 5)	23.94 (= 6 WYE x 3.99)	5.98 (= 2 WYE x 2.99)
PWS X.X prorated rating	3.88 or Very Good (= total weighted score 34.92 ÷ total WYE 9)		

**DRD Continuation Sheet****TITLE:** Customer Survey Results**DRD NO.:** 1321MA-006**DATA TYPE:** 2**PAGE:** 2/2

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

b. When calculating the prorated rating, the following ranges shall be used:

**Excellent** 4.00 – 5.00**Very Good** 3.00 – 3.99**Good** 2.00 – 2.99**Satisfactory** 1.00 – 1.99**Poor/Unsatisfactory** 0 – 0.99

c. Contractor shall forward a copy of all survey responses received for the reporting period to the CO and COTR.

15.4 **FORMAT:** Contractor format is acceptable.15.5 **MAINTENANCE:** None required

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1321                    **ISSUE:** Revision A
2. **DRD NO.:** **1321MA-007**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 05-31-11
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:** RS30
  
10. **DISTRIBUTION:** Per Contracting Officer's letter. One copy shall go to MSFC Protective Services Office.
  
11. **INITIAL SUBMISSION:** Not later than 5 working days prior to effective date of contract
  
12. **SUBMISSION FREQUENCY:** Update as personnel or position changes occur
  
13. **REMARKS:**
  
14. **INTERRELATIONSHIP:** PWS paragraph 2.2
  
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.
- 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.:** 1321                      **ISSUE:** Revision A
2. **DRD NO.:** **1321SA-001**
3. **DATA TYPE:** 2
4. **DATE REVISED:** 05-31-11
5. **PAGE:** 1/4
  
6. **TITLE:** Safety, Health, and Environmental (SHE) Plan
  
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:** RS30
  
10. **DISTRIBUTION:** Per Contracting Officer's letter
  
11. **INITIAL SUBMISSION:** Draft with proposal
  
12. **SUBMISSION FREQUENCY:** Ten days after effective date of contract; update as required
  
13. **REMARKS:**
  
14. **INTERRELATIONSHIP:** NFS 1852.223-70, *Safety and Health*; NFS 1852.223-73, *Safety and Health Plan*; NFS 1823.570, *Drug-and alcohol-free workforce*; FAR 52.223-10, *Waste Reduction Program*. DRD 1321SA-002, *Mishap and Safety Statistics Report*. PWS paragraph 2.2
  
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Safety, Health, and Environmental Plan describes the contractor's methods of planning, implementing and controlling industrial safety, occupational health, and environmental requirements to ensure compliance with the MSFC SHE program over the duration of this contract.
  
- 15.2 **APPLICABLE DOCUMENTS:** NASA and MSFC documents are applicable to all contracts performed onsite to extent specified in the contract.
 

ANSI Standards	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 3792.1	<i>Plan for a Drug-Free Workplace</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 1800.2	<i>MSFC Ergonomics Program</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>
MPR 1840.2	<i>MSFC Hazard Communication Program</i>
MPD 1840.3	<i>MSFC Respiratory Protection Program</i>
MPR 1840.3	<i>MSFC Hazardous Chemicals in Laboratories Protection Program</i>
MPR 1840.4	<i>MSFC Asbestos Program</i>
MPD 1860.2	<i>Radiation Safety Program</i>
MPR 1860.2	<i>Nonionizing Radiation Safety</i>

## DRD Continuation Sheet

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

**DRD NO.:** 1321SA-001

**DATA TYPE:** 2

**PAGE:** 2/4

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

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 (EMS) Manual</i>
MWI 1810.1	<i>Automated External Defibrillator (AED) Program</i>
MWI 8621.1	<i>Mishap and Close Call Reporting and Investigation Program</i>
MPR 8715.1	<i>Marshall Safety, Health and Environmental (SHE) Program</i>
MWI 8715.1	<i>Electrical Safety Program</i>
MWI 8715.2	<i>Lockout/Tagout Program</i>
MWI 8715.3	<i>Hazard Identification &amp; Warning System</i>
MWI 8715.4	<i>Personal Protective Equipment (PPE) and Systems</i>
MWI 8715.5	<i>Area/Building Manager Program</i>
MWI 8715.9	<i>Occupational Safety Requirements for MSFC Contractors</i>
MWI 8715.10	<i>Explosives, Propellants, &amp; 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>Operational Safety Assessment 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 provide a clear description of their approach and methods for ensuring their compliance with the following five (5) MSFC SHE Core Program Requirements (CPR) 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 management's commitment to (1) provide a safe and healthful workplace for personnel (i.e., employees, customers, and public), (2) protect property and the environment, and (3) ensure compliance with EPA, OSHA, NASA, MPR 8715.1 and all MSFC SHE documents listed in 15.2 that contain requirements applicable to this contracted effort.
2. A description of how the contractor employees participate and are involved in their SHE Program (e.g., safety committees, worksite inspections, accident investigations, employee hazard reporting/suggestion program, job hazard analysis).
3. A description of how the contractor ensures managers and employees (1) are held accountable to perform their jobs/tasks in a safe and healthful manner while also protecting property and the environment and (2) fully understand their roles and responsibilities in their SHE Program. Include how these accountabilities, roles and responsibilities are flowed-down to subcontractors or teammates, when applicable.
4. A description of how the contractor conducts and documents monthly SHE awareness training and/or meetings for employees. (**NOTE:** Onsite contractors and contractors located at MAF, when applicable, shall document their monthly SHE awareness training/meeting in the MSFC Supervisors Safety Web page (SSWP).
5. A description of how the contractor conducts and documents self evaluations of their SHE Program to determine its effectiveness. Include the frequency of when the contractor conducts these self evaluations.

## DRD Continuation Sheet

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

**DRD NO.:** 1321SA-001

**DATA TYPE:** 2

**PAGE:** 3/4

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

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 designated to serve as the day-to-day SHE Point of Contact (POC) for this contracted effort.
  7. A description of how the contractor ensures their SHE plan is maintained current with contract, NASA and MSFC requirements, reviewed and updated as necessary.
- b. **Worksite Analysis:**
1. A description of how the contractor documents the identification of hazards and evaluates the risks associated with the hazards to eliminate or recommend adequate controls to reduce the hazards and risks to an acceptable safe working level. Include how this is accomplished when significant changes are made to existing operations/processes. (e.g., hazard analysis, job hazard analysis, risk assessment, safety review, and safe operating procedures). (**NOTE:** This also includes the identification, evaluation and control of health hazards for the prevention of occupational disease.)
  2. A description of how each contractor supervisor conducts and documents monthly worksite safety visits and/or formal worksite safety inspections to ensure safe and healthful working conditions are maintained in the work area and employees are **not** performing their jobs/tasks/operations in an unsafe manner 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. Offsite safety inspections shall be performed as required by OSHA. Include the frequency these safety inspections are conducted offsite, when applicable.)
  3. A description of how employees are allowed to report conditions that appear hazardous without fear of reprisal and to receive a timely response to eliminate the hazard. Include how these reports are documented and tracked. (**NOTE:** Onsite contractors and contractors located at MAF, when applicable, can use MWI 8715.13 as their employee reporting system.)
  4. A description of how the contractor ensures all mishaps and close calls are reported, documented, and investigated to the extent necessary to determine root cause in accordance with MWI 8621.1. (Reference DRD 1321SA-002, *Mishap and Safety Statistics Report*).
  5. A description of the contractor's policy to conduct post-mishap drug and alcohol testing when the initial mishap investigation provides reason to believe an employee's actions or failure to perform a required action is reasonably suspected of having caused or contributed to the mishap in accordance with NPR 3792.1, "Plan for Drug-Free Workplace." (**NOTE:** In the event a mishap results in a fatality or serious injury requiring immediate hospitalization, or substantial damage to property estimated to exceed \$10,000 post-mishap drug and alcohol testing can be required and the results of these tests shall be provided to the MSFC Contracting Officer.)
- c. **Hazard Prevention and Control:**
1. A description of how the contractor evaluates the severity of hazards and the risk the hazards pose to employees in determining the methods of hazard prevention, elimination and control (e.g., engineering or administrative controls, safety devices, safe work practices, personal protective equipment, generation of operating plans and procedures). (**NOTE:** MSFC Industrial Safety Branch concurrence is required for all onsite hazardous procedures. At MAF the MSFC S&MA representative located at MAF provides this concurrence. MSFC requires these procedures and plans to be reviewed annually and updated as necessary.)
  2. A description of how the contractor intends to fully comply with the MSFC SHE documented programs listed in 15.2 that contain requirements applicable to this contracted effort while working onsite (e.g., Personal Protective Equipment (PPE), Respiratory Protection, Hazard Communication, Confined Space Entry, Lockout/Tagout, Bloodborne Pathogens). (**NOTE:** MSFC SHE documented programs listed in 15.2 are also applicable to work conducted at MAF. Include contractor programs for work conducted offsite, when applicable.)

## DRD Continuation Sheet

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

**DRD NO.:** 1321SA-001

**DATA TYPE:** 2

**PAGE:** 4/4

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

3. A description of the actions taken or the disciplinary policy implemented by the contractor when management or employees are discovered (1) **not** performing their jobs/tasks in a safe and healthful manner, (2) **not** protecting property or the environment, or (3) **not** complying with MSFC SHE program requirements and (4) how this is clearly communicated and equitably enforced to managers and employees. Include how these actions or disciplinary program is flowed-down to subcontractors or teammates, when applicable.
  4. A description of how the contractor intends to implement an emergency management program to respond to all types of emergencies (e.g., fire, chemical spill, accidents, natural disasters) at their worksite. When contractor is located onsite include a list of emergency points-of-contact that will be onsite. (**NOTE:** Onsite contractors and contractors located at MAF, when applicable, can use MPR 1040.3 as their emergency management program.)
  5. A description of how the contractor intends to provide safety, health, and environmental services that are applicable to this contracted effort if they are **not** provided by MSFC or by MAF when applicable (i.e., hazardous waste disposal, industrial hygiene monitoring, emergency medical support, hearing conservation program, respiratory protection, and hazard communication, etc.). Provide a list of services that are **not** to be provided by MSFC or by MAF when applicable.
- d. Safety, Health and Environmental Training:
1. A description of how the contractor ensures each contractor employee receives initial and refresher MSFC SHE training when required. (**NOTE:** This applies to onsite contractors and contractors located at MAF.)
  2. A description of how the contractor ensures each contractor employees are trained (1) to be knowledgeable of hazards in the workplace, (2) to recognize hazardous conditions, signs and symptoms of workplace-related illnesses, (3) to suspend or stop work when they notice safety, health or environmental conditions that warrant such action, (4) in safe work practices, and (5) the disciplinary actions taken when safety and health policies, procedures and rules are violated in accordance with MPR 3410.1, and MPR 8715.1.
  3. A description of how the contractor evaluates each job/task/operation to ensure employees are trained to perform the specific job/task/operation they are assigned and receive specific job related training in accordance with the applicable parts of 29 CFR 1910 or 29 CFR 1926, when applicable. Include how this specific job related training required by OSHA is documented. (**NOTE:** Onsite employee and employees located at MAF, when applicable, training assessments shall be performed using the SHE Training Assessment located on the MSFC SSWP and documented in the MSFC SSWP.)
  4. A description of how the contractor ensures employees receives MSFC safety certifications for all operations performed by the contractor that require a MSFC Safety Certification in accordance with MWI 3410.1, "Personnel Certification Program." (**NOTE:** Onsite contractor and contractors located at MAF, when applicable, safety certifications required by MWI 3410.1 shall be tracked in the MSFC Certification Database (CERTRAK).
  5. Provide a copy of any training developed by the contractor to the MSFC Industrial Safety Branch that is intended for use by the contractor as training for a MSFC Safety Certification required by MWI 3410.1 in lieu of MSFC provided training for approval prior to use. Provide a copy to the MSFC S&MA representative located at MAF for approval prior to use for any contractor developed training for MAF, when applicable.
- 15.4 **FORMAT:** Contractor format is acceptable, but it is recommended to follow the MSFC SHE CPR order as listed in 15.3 or provide a Matrix that clearly links where each MSFC SHE CPR sub-element is addressed in the contractor's SHE Plan.
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1312                      **ISSUE:** Revision A
2. **DRD NO.:** **1321SA-002**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 05-31-11
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:** QD12                      9. **DM:** RS30
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:**
  - a. **Safety Statistics** for the previous month shall be submitted by the 10<sup>th</sup> of each month after contract award to the MSFC Industrial Safety Branch. Safety statistics for work performed at Michoud Assembly Facility (MAF) shall be submitted to the MSFC Safety and Mission Assurance (S&MA) representative located at MAF.
    1. Safety statistics shall be reported using MSFC Form 4371 or an equivalent electronic notification system.
    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, number of incidents involving equipment or property damage, and number of supervisors and employees up-to-date with required MSFC Safety, Health, and Environmental (SHE) Training. (SHE training is only applicable to onsite contracts.)
  - b. **Initial reporting for Type A, Type B, and Type C that involves a lost time injury or illness, and any High-Visibility Close Calls** for **ALL** contractors working **onsite** shall be reported to MSFC Industrial Safety Branch as soon as possible after initiating emergency response, but **no later than 1 hour** of occurrence or awareness. For these types of mishaps the initial notification can be made by calling the Safety Hotline (256) 544-0046 then followed up within 24 hours with an entry into the NASA Incident Reporting Information System (IRIS) by the contractor designated IRIS representative. At MAF call (504) 257-2526.
  - c. **Initial reporting for Type C that does not involve a lost time injury or illness, Type D, and Low-Visibility Close Calls** for **ALL** contractors working **onsite** shall be reported to the MSFC Industrial Safety Branch as soon as possible after initiating emergency response, but **no later than 4 hours** 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, [at MAF call (504) 257-2526] or
    3. Direct input into the NASA Incident Reporting Information System (IRIS) by the contractor designated IRIS representative. Access to IRIS database can be obtained from the MSFC S&MA IRIS administrator located in the MSFC Industrial Safety Branch after contract award.
  - d. **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 as soon as possible after initiating emergency response, but **no later than 1 hour** of occurrence or awareness by calling the Safety Hotline (256) 544-0046 then followed up within 24 hours with an entry into the NASA Incident Reporting Information System (IRIS) by the contractor designated IRIS representative.
    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.
  - e. **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.

## DRD Continuation Sheet

**TITLE:** Mishap and Safety Statistics Reports

**DRD NO.:** 1321SA-002

**DATA TYPE:** 3

**PAGE:** 2/3

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

- f. **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.
- g. **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 Industrial Safety Branch. (For contractors working offsite reporting of a non-work-related injury or illness notification is at the discretion of the family.)
- h. **Follow-up reporting for ALL contractors:**
  - 1. **Type A or B mishaps, Type C that involves a lost time injury or illness, or High-Visibility Close Calls:** Follow-up report **within 24 hours** after the initial notification through IRIS entry by the contractor designated IRIS representative, or electronic submittal to MSFC Industrial Safety Branch.
  - 2. **Type C that does not involve a lost time injury or illness, or D mishaps, or Low-Visibility Close Calls:** Follow-up report or update **within 6 days** after the initial notification through IRIS entry by the contractor designated IRIS representative, or electronic submittal to MSFC Industrial Safety Branch.
  - 3. **Type A, B, and Close Calls with High-Visibility 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.
- i. **Safety Concerns, Hazards, and non-reportable mishaps** for contractors working **onsite** shall be reported per MPR 8715.1 and MWI 8715.13.
- j. Mishaps and Close Calls that occur at MAF shall be reported within the times specified in sections a thru g to the MSFC S&MA representative located at MAF by calling (504) 257-2526.
- k. Follow-up reporting for mishaps and Close Calls reported at MAF shall be reported within the times specified in section h to the MSFC S&MA representative located at MAF.

12. **SUBMISSION FREQUENCY:** Safety Statistics (MSFC Form 4371, IRIS entry, or an equivalent electronic submittal) - By the 10<sup>th</sup> of each month to MSFC Industrial Safety Branch or for work performed at MAF to the MSFC S&MA representative located at MAF. 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 Industrial Safety Branch or for work performed at MAF to the MSFC S&MA representative located at MAF.

13. **REMARKS:**

14. **INTERRELATIONSHIP:** DRD 1321SA-001, *Safety, Health, and Environmental (SHE) Plan*. PWS paragraph 2.2

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>Marshall Safety, Health, and Environmental (SHE) Program</i>
MWI 8621.1	<i>Mishap and Close Call 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.

## DRD Continuation Sheet

**TITLE:** Mishap and Safety Statistics Reports

**DRD NO.:** 1321SA-002

**DATA TYPE:** 3

**PAGE:** 3/3

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

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

- a. MSFC Form 4371, "MSFC Contractor Accident and Safety Statistics" or an equivalent electronic notification system that provides all necessary information listed in a.2.
- 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.
- 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. Location or facility **not** owned or controlled by MSFC.

Onsite. Location or facility owned or controlled by MSFC.

**NNM11AA30C**

CONTRACT/RFP

EXHIBIT NUMBER

**J-2**

ATTACHMENT NUMBER

**Acquisition and Business Support Services**

PROJECT/SYSTEM

***DATA PROCUREMENT DOCUMENT***

**Al-Razaq**

CONTRACTOR

**May 31, 2011**

DATE

National Aeronautics and  
Space Administration

National Aeronautics and Space Administration					DATA PROCUREMENT DOCUMENT	
<b>DOCUMENT CHANGE LOG</b>					NO.	ISSUE
					1321	Revision A
INCORPORATED REVISIONS OUTSTANDING REVISIONS				AS OF: 05-31-11		SUPERSEDING: 04-01-11
						PAGE: 1 of 1
AUTHORITY (DPD Revision)	PORTION AFFECTED - PAGE NO./NO.				REMARKS	
	INTRO	SGR	DRL	DRD		
Contract Mod. 0001				X	DRD 1321MA-005, Monthly Status Report: Deleted d and e from 15.3 CONTENTS.	

## 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 DRDs 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, an Introduction, a Statement of General Requirements, DPD maintenance procedures, a DRL, and the DRDs.

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 DRDs.

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 (DRDs)

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, DRDs of this DPD are grouped into the following broad functional data categories:

<u>CATEGORY SYMBOL</u>	<u>DESCRIPTION</u>
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 DRDs have been sectionalized in accordance with the above data categories.

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

1.2.4 Document Change Log (DCL): The Document Change Log chronologically records all revision actions that pertain to the DPD.

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 DRDs 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 Performance Work Statement 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 includes such identification elements as title, number, revision, etc., and a copy of the referenced data is supplied with the response document at time of delivery to NASA.

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

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

### 2.3.2 Format

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

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

### 2.3.3 Data Restriction Marking

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

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

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

#### **International Traffic in Arms Regulations (ITAR) Notice**

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

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

**Export Administration Regulations (EAR) Notice**

This document contains information within the purview of the Export Administration Regulations (EAR), 15 CFR 730-774, and is export controlled. It may not be transferred to foreign nationals in the U.S. or abroad without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exception is obtained/available from the Bureau of 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://avmcc.msfc.nasa.gov/repository/index.php>. 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 document 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.
- 3.3.2 The date of the DPD shall be entered under the "as of" block of the Document Change Log. 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 modification number, portions affected, and remarks. All changes to the DPD/DRDs shall be identified in the "Remarks" column.
- 3.4 DPD Reissues
- 3.4.1 When conditions warrant, the DPD shall be reissued by NASA for each contract modification that affects the DPD and shall supersede the existing DPD in its entirety. Reissues shall be issued by contractual direction.
- 3.4.2 All revision dates shall remain in the Date Revised block on all DRDs. The issue symbol, which shall commence with "A" and progress through "Z," shall be entered in the DPD identification block of each DRD page of the DPD.

## Acquisition and Business Support Services

### Data Requirements List

<u>DRD</u>	<u>DATA TYPE</u>	<u>TITLE</u>	<u>OPR</u>
MA – Management			
1321MA-001	1	Management Plan	RS30
1321MA-002	2	Organizational Conflict of Interest (OCI) Plan	RS30
1321MA-003	3	Badged Employee and Remote IT User Listing	AS50
1321MA-004	3	Contractor Employee Clearance Document	AS50
1321MA-005	3	Monthly Status Report	RS30
1321MA-006	2	Customer Survey Results	RS30
1321MA-007	3	Position Risk Designation for Non-NASA Employee	AS50
SA – Safety			
1321SA-001	2	Safety, Health, and Environmental (SHE) Plan	AS10/QD12
1321SA-002	3	Mishap and Safety Statistics Reports	QD12

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1321                      **ISSUE:** Revision A
2. **DRD NO.:** **1321MA-001**
3. **DATA TYPE:** 1
4. **DATE REVISED:** 05-31-11
5. **PAGE:** 1/1
6. **TITLE:** Management Plan
7. **DESCRIPTION/USE:** To provide a description of the contractor's overall management system and organization for accomplishing the requirements set forth in the contract.
8. **OPR:** RS30                      9. **DM:** RS30
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** 30 calendar days after award of contract
12. **SUBMISSION FREQUENCY:** Revise as required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 2.2
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, 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 the following:
  - 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.
  - c. An IT Security section that includes how they will develop, implement, and maintain IT security. This section shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are used under this contract (ref. Clause I.7, Security Requirements for Unclassified Information Technology Resources).
- 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. <b>DPD NO.:</b> 1321 | <b>ISSUE:</b> Revision A | 2. <b>DRD NO.:</b> <b>1321MA-002</b> |
| 3. <b>DATA TYPE:</b> 2  |                          | 4. <b>PAGE REVISED:</b> 05-31-11     |
|                         |                          | 5. <b>PAGE:</b> 1/2                  |
6. **TITLE:** Organizational Conflict of Interest (OCI) Plan
7. **DESCRIPTION/USE:** To demonstrate to the Government that the contractor will avoid, neutralize, or mitigate OCIs in order to provide unbiased, impartial advice.
8. **OPR:** RS30                      9. **DM:** RS30
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Draft with proposal; final 30 calendar days after effective date of contract
12. **SUBMISSION FREQUENCY:** As required
13. **REMARKS:** Reference is made to Clause H.12, *Limitation of Future Contracting*; FAR Part 9.5 and NFS Subpart 1809.5, *Organizational and Consultant Conflicts of Interest*.
14. **INTERRELATIONSHIP:** PWS paragraph 2.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Organizational Conflict of Interest (OCI) Plan describes the contractor's detailed approach to identify, resolve, and report potential OCI issues.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Organizational Conflict of Interest Plan shall include (1) the contractor's approach to identify, resolve, and report potential OCI issues and (2) an appendix of specific mitigation strategies for resolving identified OCIs. At a minimum, the plan shall:
- a. Demonstrate an understanding of (1) OCI principles and (2) the full breadth of OCI issues and the types of harm that can result.
  - b. Define company roles, responsibilities, and procedures for screening (i.e., identifying/recognizing, analyzing/evaluating, resolving, and reporting) existing and new business opportunities for actual/potential OCIs.
  - c. Identifying any affiliated companies/entities (e.g., a parent company or a wholly-owned subsidiary) and procedures for coordinating OCIs with such affiliated companies/entities.
  - d. Explain how subcontractors will identify, resolve, and report OCIs.
  - e. Establish and require entrance training for new employees, refresher training for existing employees, and exit training for departing employees.
  - f. Define organizational and employee sanctions for violations of established OCI procedures/requirements/guidelines.
  - g. Require periodic self-audits to ensure compliance with established OCI procedures/requirements/guidelines.
  - h. Define records related to the OCI plan (e.g., training and audit records) that will be made available to the Government upon request.

**DRD Continuation Sheet****TITLE:** Organizational Conflict of Interest (OCI) Plan**DRD NO.:** 1321MA-002**DATA TYPE:** 2**PAGE:** 2/2

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

- i. Identify the strategy for resolving each OCI that is either identified in the solicitation or created by the requirements of the solicitation/contract and explain the effect of such strategy on performance of the contract. Specific resolution strategies shall be appended to the plan.
- j. Require the reporting of all potential/actual OCIs during performance of the contract. An OCI report shall include (1) a description of the conflict, (2) the plan for avoiding, neutralizing, or mitigating the conflict, and (3) the benefits/risks vis-à-vis contract performance associated with plan approval/acceptance. Specific resolution strategies shall be appended to the plan upon approval by the Government.

**15.4 FORMAT:** Contractor format is acceptable.**15.5 MAINTENANCE:** Changes shall be incorporated by change pages or complete reissue.

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1321                      **ISSUE:** Revision A
2. **DRD NO.:** **1321MA-003**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 05-31-11
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:** RS30
  
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:** Not later than 10 working days prior to the effective date of contract
  
12. **SUBMISSION FREQUENCY:** Formal update quarterly and all submissions will be encrypted via email or on CDs 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* (March 2009), NPR 1600.1, *NASA Security Program Procedural Requirements*.
  
14. **INTERRELATIONSHIP:** PWS paragraph 2.2
  
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 contain the data identified in Attachment A.
  
- 15.4 **FORMAT:** Contractor format shall be submitted via Attachment A.
  
- 15.5 **MAINTENANCE:** None required



**DATA REQUIREMENTS DESCRIPTION (DRD)**

1. **DPD NO.:** 1321                    **ISSUE:** Revision A
2. **DRD NO.:** **1321MA-004**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 05-31-11
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 required.
8. **OPR:** AS50                    9. **DM:** RS30
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Not later than 2 working days after access is no longer required
12. **SUBMISSION FREQUENCY:** As required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 2.2
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 required.
- 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.:** 1321
2. **DRD NO.:** **1321MA-005**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 05-31-11
5. **PAGE:** 1/1
6. **TITLE:** Monthly Status Reports
7. **DESCRIPTION/USE:** To provide data for the assessment of order progress by Task Order directive. To provide visibility to contractor and MSFC management of actual and potential problems and progress toward meeting the requirements of the contract.
8. **OPR:** RS30
9. **DM:** RS30
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Not later than 10 working days after the end of the contractor's first accounting month
12. **SUBMISSION FREQUENCY:** Monthly thereafter. The report shall be submitted ten working days following the end of the Contractor's accounting month.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 2.2
15. **DATA PREPARATION INFORMATION:**
  - 15.1 **SCOPE:** The Monthly Status Report provides a comprehensive status on all active Task Orders and includes the necessary information to assess status and identify problems that need resolution for accomplishment of the order tasks.
  - 15.2 **APPLICABLE DOCUMENTS:** None
  - 15.3 **CONTENTS:** The Monthly Status Report shall include:
    - a. A review of work accomplished, including quantitative description, during the reporting period.
    - b. A discussion of non-routine tasks planned for the next reporting period.
    - c. An indication of any problems which may impede performance or impact performance, schedule or cost.
    - d. The number of days required to fill each new or back-fill position required.
    - e. Any other information that may assist the Government in evaluating the technical and administrative program; such as innovative processes, cost-reduction initiatives, etc.
    - f. Self-assessment data as required in Clause B.3.
  - 15.4 **FORMAT:** Contractor format is acceptable. Electronic media is strongly encouraged.
  - 15.5 **MAINTENANCE:** None required



**DRD Continuation Sheet****TITLE:** Customer Survey Results**DRD NO.:** 1321MA-006**DATA TYPE:** 2**PAGE:** 2/2

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

b. When calculating the prorated rating, the following ranges shall be used:

**Excellent** 4.00 – 5.00**Very Good** 3.00 – 3.99**Good** 2.00 – 2.99**Satisfactory** 1.00 – 1.99**Poor/Unsatisfactory** 0 – 0.99

c. Contractor shall forward a copy of all survey responses received for the reporting period to the CO and COTR.

15.4 **FORMAT:** Contractor format is acceptable.15.5 **MAINTENANCE:** None required

## DATA REQUIREMENTS DESCRIPTION (DRD)

- |                         |                   |                                      |
|-------------------------|-------------------|--------------------------------------|
| 1. <b>DPD NO.:</b> 1321 | ISSUE: Revision A | 2. <b>DRD NO.:</b> <b>1321MA-007</b> |
| 3. <b>DATA TYPE:</b> 3  |                   | 4. <b>DATE REVISED:</b> 05-31-11     |
|                         |                   | 5. <b>PAGE:</b> 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:** RS30
10. **DISTRIBUTION:** Per Contracting Officer's letter. One copy shall go to MSFC Protective Services Office.
11. **INITIAL SUBMISSION:** Not later than 5 working days prior to effective date of contract
12. **SUBMISSION FREQUENCY:** Update as personnel or position changes occur
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 2.2
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.
- 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.:** 1321                      **ISSUE:** Revision A
2. **DRD NO.:** **1321SA-001**
3. **DATA TYPE:** 2
4. **DATE REVISED:** 05-31-11
5. **PAGE:** 1/4
  
6. **TITLE:** Safety, Health, and Environmental (SHE) Plan
  
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:** RS30
  
10. **DISTRIBUTION:** Per Contracting Officer's letter
  
11. **INITIAL SUBMISSION:** Draft with proposal
  
12. **SUBMISSION FREQUENCY:** Ten days after effective date of contract; update as required
  
13. **REMARKS:**
  
14. **INTERRELATIONSHIP:** NFS 1852.223-70, *Safety and Health*; NFS 1852.223-73, *Safety and Health Plan*; NFS 1823.570, *Drug-and alcohol-free workforce*; FAR 52.223-10, *Waste Reduction Program*. DRD 1321SA-002, *Mishap and Safety Statistics Report*. PWS paragraph 2.2
  
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Safety, Health, and Environmental Plan describes the contractor's methods of planning, implementing and controlling industrial safety, occupational health, and environmental requirements to ensure compliance with the MSFC SHE program over the duration of this contract.
  
- 15.2 **APPLICABLE DOCUMENTS:** NASA and MSFC documents are applicable to all contracts performed onsite to extent specified in the contract.
 

ANSI Standards	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 3792.1	<i>Plan for a Drug-Free Workplace</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 1800.2	<i>MSFC Ergonomics Program</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>
MPR 1840.2	<i>MSFC Hazard Communication Program</i>
MPD 1840.3	<i>MSFC Respiratory Protection Program</i>
MPR 1840.3	<i>MSFC Hazardous Chemicals in Laboratories Protection Program</i>
MPR 1840.4	<i>MSFC Asbestos Program</i>
MPD 1860.2	<i>Radiation Safety Program</i>
MPR 1860.2	<i>Nonionizing Radiation Safety</i>

## DRD Continuation Sheet

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

**DRD NO.:** 1321SA-001

**DATA TYPE:** 2

**PAGE:** 2/4

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

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 (EMS) Manual</i>
MWI 1810.1	<i>Automated External Defibrillator (AED) Program</i>
MWI 8621.1	<i>Mishap and Close Call Reporting and Investigation Program</i>
MPR 8715.1	<i>Marshall Safety, Health and Environmental (SHE) Program</i>
MWI 8715.1	<i>Electrical Safety Program</i>
MWI 8715.2	<i>Lockout/Tagout Program</i>
MWI 8715.3	<i>Hazard Identification &amp; Warning System</i>
MWI 8715.4	<i>Personal Protective Equipment (PPE) and Systems</i>
MWI 8715.5	<i>Area/Building Manager Program</i>
MWI 8715.9	<i>Occupational Safety Requirements for MSFC Contractors</i>
MWI 8715.10	<i>Explosives, Propellants, &amp; 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>Operational Safety Assessment 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 provide a clear description of their approach and methods for ensuring their compliance with the following five (5) MSFC SHE Core Program Requirements (CPR) 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 management's commitment to (1) provide a safe and healthful workplace for personnel (i.e., employees, customers, and public), (2) protect property and the environment, and (3) ensure compliance with EPA, OSHA, NASA, MPR 8715.1 and all MSFC SHE documents listed in 15.2 that contain requirements applicable to this contracted effort.
2. A description of how the contractor employees participate and are involved in their SHE Program (e.g., safety committees, worksite inspections, accident investigations, employee hazard reporting/suggestion program, job hazard analysis).
3. A description of how the contractor ensures managers and employees (1) are held accountable to perform their jobs/tasks in a safe and healthful manner while also protecting property and the environment and (2) fully understand their roles and responsibilities in their SHE Program. Include how these accountabilities, roles and responsibilities are flowed-down to subcontractors or teammates, when applicable.
4. A description of how the contractor conducts and documents monthly SHE awareness training and/or meetings for employees. (**NOTE:** Onsite contractors and contractors located at MAF, when applicable, shall document their monthly SHE awareness training/meeting in the MSFC Supervisors Safety Web page (SSWP).
5. A description of how the contractor conducts and documents self evaluations of their SHE Program to determine its effectiveness. Include the frequency of when the contractor conducts these self evaluations.

## DRD Continuation Sheet

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

**DRD NO.:** 1321SA-001

**DATA TYPE:** 2

**PAGE:** 3/4

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

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 designated to serve as the day-to-day SHE Point of Contact (POC) for this contracted effort.
  7. A description of how the contractor ensures their SHE plan is maintained current with contract, NASA and MSFC requirements, reviewed and updated as necessary.
- b. **Worksite Analysis:**
1. A description of how the contractor documents the identification of hazards and evaluates the risks associated with the hazards to eliminate or recommend adequate controls to reduce the hazards and risks to an acceptable safe working level. Include how this is accomplished when significant changes are made to existing operations/processes. (e.g., hazard analysis, job hazard analysis, risk assessment, safety review, and safe operating procedures). (**NOTE:** This also includes the identification, evaluation and control of health hazards for the prevention of occupational disease.)
  2. A description of how each contractor supervisor conducts and documents monthly worksite safety visits and/or formal worksite safety inspections to ensure safe and healthful working conditions are maintained in the work area and employees are **not** performing their jobs/tasks/operations in an unsafe manner 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. Offsite safety inspections shall be performed as required by OSHA. Include the frequency these safety inspections are conducted offsite, when applicable.)
  3. A description of how employees are allowed to report conditions that appear hazardous without fear of reprisal and to receive a timely response to eliminate the hazard. Include how these reports are documented and tracked. (**NOTE:** Onsite contractors and contractors located at MAF, when applicable, can use MWI 8715.13 as their employee reporting system.)
  4. A description of how the contractor ensures all mishaps and close calls are reported, documented, and investigated to the extent necessary to determine root cause in accordance with MWI 8621.1. (Reference DRD 1321SA-002, *Mishap and Safety Statistics Report*).
  5. A description of the contractor's policy to conduct post-mishap drug and alcohol testing when the initial mishap investigation provides reason to believe an employee's actions or failure to perform a required action is reasonably suspected of having caused or contributed to the mishap in accordance with NPR 3792.1, "Plan for Drug-Free Workplace." (**NOTE:** In the event a mishap results in a fatality or serious injury requiring immediate hospitalization, or substantial damage to property estimated to exceed \$10,000 post-mishap drug and alcohol testing can be required and the results of these tests shall be provided to the MSFC Contracting Officer.)
- c. **Hazard Prevention and Control:**
1. A description of how the contractor evaluates the severity of hazards and the risk the hazards pose to employees in determining the methods of hazard prevention, elimination and control (e.g., engineering or administrative controls, safety devices, safe work practices, personal protective equipment, generation of operating plans and procedures). (**NOTE:** MSFC Industrial Safety Branch concurrence is required for all onsite hazardous procedures. At MAF the MSFC S&MA representative located at MAF provides this concurrence. MSFC requires these procedures and plans to be reviewed annually and updated as necessary.)
  2. A description of how the contractor intends to fully comply with the MSFC SHE documented programs listed in 15.2 that contain requirements applicable to this contracted effort while working onsite (e.g., Personal Protective Equipment (PPE), Respiratory Protection, Hazard Communication, Confined Space Entry, Lockout/Tagout, Bloodborne Pathogens). (**NOTE:** MSFC SHE documented programs listed in 15.2 are also applicable to work conducted at MAF. Include contractor programs for work conducted offsite, when applicable.)

## DRD Continuation Sheet

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

**DRD NO.:** 1321SA-001

**DATA TYPE:** 2

**PAGE:** 4/4

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

3. A description of the actions taken or the disciplinary policy implemented by the contractor when management or employees are discovered (1) **not** performing their jobs/tasks in a safe and healthful manner, (2) **not** protecting property or the environment, or (3) **not** complying with MSFC SHE program requirements and (4) how this is clearly communicated and equitably enforced to managers and employees. Include how these actions or disciplinary program is flowed-down to subcontractors or teammates, when applicable.
  4. A description of how the contractor intends to implement an emergency management program to respond to all types of emergencies (e.g., fire, chemical spill, accidents, natural disasters) at their worksite. When contractor is located onsite include a list of emergency points-of-contact that will be onsite. (**NOTE:** Onsite contractors and contractors located at MAF, when applicable, can use MPR 1040.3 as their emergency management program.)
  5. A description of how the contractor intends to provide safety, health, and environmental services that are applicable to this contracted effort if they are **not** provided by MSFC or by MAF when applicable (i.e., hazardous waste disposal, industrial hygiene monitoring, emergency medical support, hearing conservation program, respiratory protection, and hazard communication, etc.). Provide a list of services that are **not** to be provided by MSFC or by MAF when applicable.
- d. Safety, Health and Environmental Training:
1. A description of how the contractor ensures each contractor employee receives initial and refresher MSFC SHE training when required. (**NOTE:** This applies to onsite contractors and contractors located at MAF.)
  2. A description of how the contractor ensures each contractor employees are trained (1) to be knowledgeable of hazards in the workplace, (2) to recognize hazardous conditions, signs and symptoms of workplace-related illnesses, (3) to suspend or stop work when they notice safety, health or environmental conditions that warrant such action, (4) in safe work practices, and (5) the disciplinary actions taken when safety and health policies, procedures and rules are violated in accordance with MPR 3410.1, and MPR 8715.1.
  3. A description of how the contractor evaluates each job/task/operation to ensure employees are trained to perform the specific job/task/operation they are assigned and receive specific job related training in accordance with the applicable parts of 29 CFR 1910 or 29 CFR 1926, when applicable. Include how this specific job related training required by OSHA is documented. (**NOTE:** Onsite employee and employees located at MAF, when applicable, training assessments shall be performed using the SHE Training Assessment located on the MSFC SSWP and documented in the MSFC SSWP.)
  4. A description of how the contractor ensures employees receives MSFC safety certifications for all operations performed by the contractor that require a MSFC Safety Certification in accordance with MWI 3410.1, "Personnel Certification Program." (**NOTE:** Onsite contractor and contractors located at MAF, when applicable, safety certifications required by MWI 3410.1 shall be tracked in the MSFC Certification Database (CERTRAK).
  5. Provide a copy of any training developed by the contractor to the MSFC Industrial Safety Branch that is intended for use by the contractor as training for a MSFC Safety Certification required by MWI 3410.1 in lieu of MSFC provided training for approval prior to use. Provide a copy to the MSFC S&MA representative located at MAF for approval prior to use for any contractor developed training for MAF, when applicable.
- 15.4 **FORMAT:** Contractor format is acceptable, but it is recommended to follow the MSFC SHE CPR order as listed in 15.3 or provide a Matrix that clearly links where each MSFC SHE CPR sub-element is addressed in the contractor's SHE Plan.
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1312                      **ISSUE:** Revision A
2. **DRD NO.:** **1321SA-002**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 05-31-11
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:** QD12                      9. **DM:** RS30
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:**
  - a. **Safety Statistics** for the previous month shall be submitted by the 10<sup>th</sup> of each month after contract award to the MSFC Industrial Safety Branch. Safety statistics for work performed at Michoud Assembly Facility (MAF) shall be submitted to the MSFC Safety and Mission Assurance (S&MA) representative located at MAF.
    1. Safety statistics shall be reported using MSFC Form 4371 or an equivalent electronic notification system.
    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, number of incidents involving equipment or property damage, and number of supervisors and employees up-to-date with required MSFC Safety, Health, and Environmental (SHE) Training. (SHE training is only applicable to onsite contracts.)
  - b. **Initial reporting for Type A, Type B, and Type C that involves a lost time injury or illness, and any High-Visibility Close Calls** for **ALL** contractors working **onsite** shall be reported to MSFC Industrial Safety Branch as soon as possible after initiating emergency response, but **no later than 1 hour** of occurrence or awareness. For these types of mishaps the initial notification can be made by calling the Safety Hotline (256) 544-0046 then followed up within 24 hours with an entry into the NASA Incident Reporting Information System (IRIS) by the contractor designated IRIS representative. At MAF call (504) 257-2526.
  - c. **Initial reporting for Type C that does not involve a lost time injury or illness, Type D, and Low-Visibility Close Calls** for **ALL** contractors working **onsite** shall be reported to the MSFC Industrial Safety Branch as soon as possible after initiating emergency response, but **no later than 4 hours** 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, [at MAF call (504) 257-2526] or
    3. Direct input into the NASA Incident Reporting Information System (IRIS) by the contractor designated IRIS representative. Access to IRIS database can be obtained from the MSFC S&MA IRIS administrator located in the MSFC Industrial Safety Branch after contract award.
  - d. **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 as soon as possible after initiating emergency response, but **no later than 1 hour** of occurrence or awareness by calling the Safety Hotline (256) 544-0046 then followed up within 24 hours with an entry into the NASA Incident Reporting Information System (IRIS) by the contractor designated IRIS representative.
    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.
  - e. **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.

## DRD Continuation Sheet

**TITLE:** Mishap and Safety Statistics Reports

**DRD NO.:** 1321SA-002

**DATA TYPE:** 3

**PAGE:** 2/3

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

- f. **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.
- g. **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 Industrial Safety Branch. (For contractors working offsite reporting of a non-work-related injury or illness notification is at the discretion of the family.)
- h. **Follow-up reporting for ALL contractors:**
  - 1. **Type A or B mishaps, Type C that involves a lost time injury or illness, or High-Visibility Close Calls:** Follow-up report **within 24 hours** after the initial notification through IRIS entry by the contractor designated IRIS representative, or electronic submittal to MSFC Industrial Safety Branch.
  - 2. **Type C that does not involve a lost time injury or illness, or D mishaps, or Low-Visibility Close Calls:** Follow-up report or update **within 6 days** after the initial notification through IRIS entry by the contractor designated IRIS representative, or electronic submittal to MSFC Industrial Safety Branch.
  - 3. **Type A, B, and Close Calls with High-Visibility 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.
- i. **Safety Concerns, Hazards, and non-reportable mishaps** for contractors working **onsite** shall be reported per MPR 8715.1 and MWI 8715.13.
- j. Mishaps and Close Calls that occur at MAF shall be reported within the times specified in sections a thru g to the MSFC S&MA representative located at MAF by calling (504) 257-2526.
- k. Follow-up reporting for mishaps and Close Calls reported at MAF shall be reported within the times specified in section h to the MSFC S&MA representative located at MAF.

12. **SUBMISSION FREQUENCY:** Safety Statistics (MSFC Form 4371, IRIS entry, or an equivalent electronic submittal) - By the 10<sup>th</sup> of each month to MSFC Industrial Safety Branch or for work performed at MAF to the MSFC S&MA representative located at MAF. 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 Industrial Safety Branch or for work performed at MAF to the MSFC S&MA representative located at MAF.

13. **REMARKS:**

14. **INTERRELATIONSHIP:** DRD 1321SA-001, *Safety, Health, and Environmental (SHE) Plan*. PWS paragraph 2.2

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>Marshall Safety, Health, and Environmental (SHE) Program</i>   |
| MWI 8621.1  | <i>Mishap and Close Call 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.

## DRD Continuation Sheet

**TITLE:** Mishap and Safety Statistics Reports

**DRD NO.:** 1321SA-002

**DATA TYPE:** 3

**PAGE:** 3/3

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

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

- a. MSFC Form 4371, "MSFC Contractor Accident and Safety Statistics" or an equivalent electronic notification system that provides all necessary information listed in a.2.
- 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.
- 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. Location or facility **not** owned or controlled by MSFC.

Onsite. Location or facility owned or controlled by MSFC.

**ATTACHMENT J-3**

**PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

Contract Requirement	Standards of Performance	Acceptable Quality Level (Metrics)	Surveillance Method & Frequency	Weight/ Deduction Amount
<p><b>QUALITY PERFORMANCE</b> (See B.3(a))</p>	<p>Overall competence and availability of Contractor personnel, quality and timeliness of services/products, collaboration and proactive communications; recognition of and improvement in critical problem areas.</p>	<p><b>EXCELLENT</b> adjective rating on semi-annual basis</p>	<p>Semi-annual Contractor Customer Survey (Reference J-13, Customer Survey)</p>	<p>EXCELLENT *                      VERY GOOD *                      GOOD *                      SATISFACTORY *                      POOR/UNSATISFACTORY *</p> <p>*Deductions per Clause B.3 “ PRICE DEDUCTIONS FOR LESS THAN OPTIMUM PERFORMANCE”</p>
<p><b>PROGRAM MANAGEMENT PERFORMANCE</b> (See B.3(b))</p>	<p>Timely submission of Monthly Status Report and Management Plan.</p>	<p>Deliverables meet 100 percent of required submission deadlines (unless exception approved by COTR and Contracting Officer)</p>	<p>Receipt date of Monthly Status Report (DRD 1321MA-005) and Management Plan (DRD 1321MA-001)</p>	<p>\$1,000 Per Incident</p>
	<p>Staffing</p>	<p>100 percent of vacancies filled within 30 calendar days (unless exception approved by COTR and Contracting Officer)</p>	<p>Monthly Status Report (DRD 1321MA-005)</p>	<p>\$1,000 Per Incident</p>

Pages 123 through 124 redacted for the following reasons:

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(b)(4), Fully Burdened Labor Rates

**ATTACHMENT J-5**

**TASK ORDER (TO) SUMMARY**

A summary of Task Orders (TOs) awarded under this Contract is as follows:

TASK ORDER NUMBER	MOD. NUMBER	PERIOD OF PERFORMANCE	TASK ORDER VALUE	DEDUCTIONS
NNM11AA36T		05/01/2011-04/30/2014	\$1,604,996	
NNM11AA37T		05/01/2011-04/30/2014	\$ 852,313	
NNM11AA38T		05/01/2011-04/30/2012	\$ 949,157	Closed
NNM11AA39T		05/01/2011-04/30/2014	\$4,509,138	
NNM11AA40T		05/01/2011-04/30/2014	\$3,747,138	
NNM11AA41T		05/01/2011-04/30/2014	\$4,447,623	
NNM11AA42T		05/01/2011-04/30/2012	\$ 815,629	Closed
NNM12AA60T		05/01/2012-04/30/2014	\$1,733,103	

TOs will be issued in accordance with Clause B.2 and Clause H.2.

**ATTACHMENT J-6**

**PERSONAL IDENTITY VERIFICATION (PIV) PROCEDURES**

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

Federal Information Processing Standards (FIPS) 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

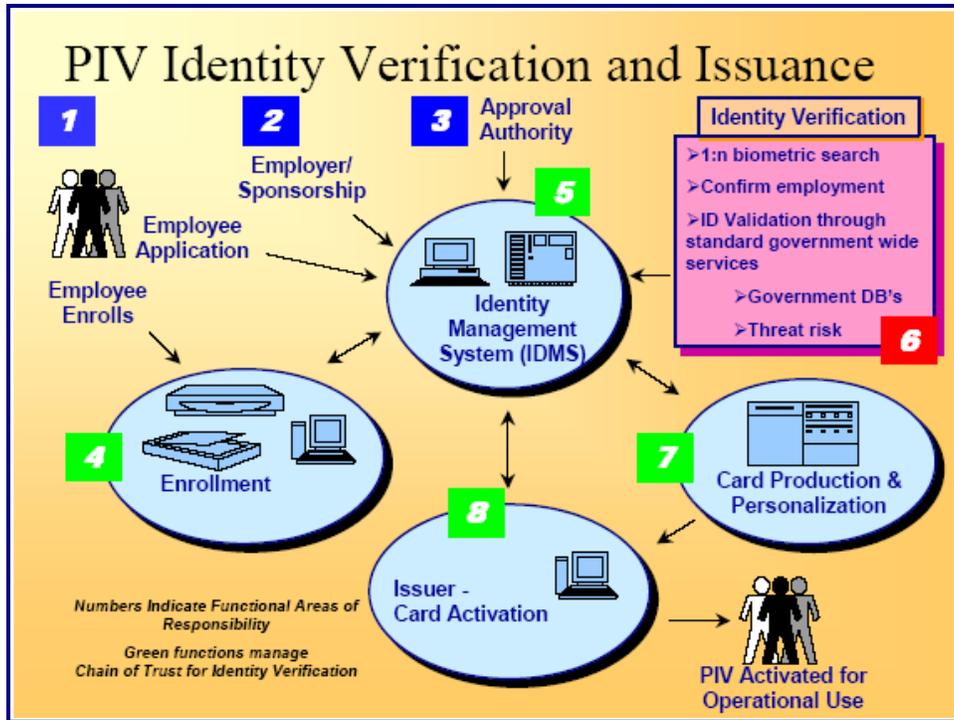


Figure A-1, FIPS 201, Appendix A

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

Step 1:

The Contractor’s Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer’s Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee’s (hereafter the “applicant”) full name (first, middle and last), social security number (SSN) or

NFNMS Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication.

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

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

Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal<sup>1</sup> or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear no later than the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:

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

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

Step 4:

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

Step 5:

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

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

Step 6:

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

Step 7:

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

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

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

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

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

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

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of Form I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NASA Procedural Requirements (NPR) 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed 6 months. If at the end of the 6-month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

ATTACHMENT J-7

**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	<b>≥ 36 points (Annual Score)</b>	<b>≥ 28 points (Annual Score)</b>	<b>≤ 16 points (Annual Score)</b>
LTC	<p style="text-align: center;"><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 style="text-align: center;"><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 style="text-align: center;"><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.**

**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 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

NNM11AA30C

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.

**ATTACHMENT J-8**

**INSTALLATION-PROVIDED PROPERTY AND SERVICES**

The Government will provide the use of the following property and services to all personnel under this contract as necessary. These items include the following:

- (1) Computer workstations (one seat license per person)
- (2) Printers, plotters, scanners, and fax machines
- (3) Application software
- (4) Specialized Commercial-Off-The-Shelf (COTS) software as required to meet specific MSFC program/project objectives
- (5) Document Reproduction Equipment and Reproduction Services
- (6) Work space and office furniture including technical work rooms, conference rooms, and storage areas (see MWI 4500.1, Property Support: Furniture Operations, Retail Supply Operations, Warehousing, and Food Services)
- (7) Custodial and maintenance services
- (8) Taxi service
- (9) Phones

**Note:** The Government anticipates no specific requirement for telecommunications devices (e.g., cellular phones, pagers, and personal data assistants) beyond that of managerial/administrative functions for normal business operations, and will not provide such devices. However, in the event telecommunications devices are required to access NASA Information Technology (IT) systems or services (e.g., email), those devices shall be provided by the Government after obtaining Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) approval.

NNM11AC30C

**ATTACHMENT J-9**

**WAGE DETERMINATIONS**

ATTACHMENT J-9

WD 05-2007 (Rev.-13) was first posted on www.wdol.gov on 06/22/2010
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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210
Wage Determination No.: 2005-2007
Revision No.: 13
Date Of Revision: 06/15/2010

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 FOOTNOTE 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 13.93
01262 - Personnel Assistant (Employment) II 15.59
01263 - Personnel Assistant (Employment) III 17.38
01270 - Production Control Clerk 19.18
01280 - Receptionist 11.02
01290 - Rental Clerk 11.79
01300 - Scheduler, Maintenance 15.32
01311 - Secretary I 15.32
01312 - Secretary II 17.16
01313 - Secretary III 19.14
01320 - Service Order Dispatcher 13.83
01410 - Supply Technician 21.27
01420 - Survey Worker 16.81
01531 - Travel Clerk I 10.64
01532 - Travel Clerk II 11.26
01533 - Travel Clerk III 12.01

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	17.94
05040 - Automotive Glass Installer	17.10
05070 - Automotive Worker	17.10
05110 - Mobile Equipment Servicer	15.50
05130 - Motor Equipment Metal Mechanic	18.77
05160 - Motor Equipment Metal Worker	17.10
05190 - Motor Vehicle Mechanic	17.14
05220 - Motor Vehicle Mechanic Helper	13.43
05250 - Motor Vehicle Upholstery Worker	16.32
05280 - Motor Vehicle Wrecker	17.10
05310 - Painter, Automotive	16.39
05340 - Radiator Repair Specialist	17.10
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	18.77
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	7.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.80
11060 - Elevator Operator	9.44
11090 - Gardener	12.11
11122 - Housekeeping Aide	9.44
11150 - Janitor	9.44
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	7.88
11260 - Pruner	9.28
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	9.97
12000 - Health Occupations	
12010 - Ambulance Driver	14.41
12011 - Breath Alcohol Technician	14.71
12012 - Certified Occupational Therapist Assistant	21.24
12015 - Certified Physical Therapist Assistant	21.24
12020 - Dental Assistant	15.30
12025 - Dental Hygienist	22.48
12030 - EKG Technician	23.45
12035 - Electroneurodiagnostic Technologist	23.45
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	11.87
12130 - Medical Laboratory Technician	14.07
12160 - Medical Record Clerk	12.41
12190 - Medical Record Technician	14.96

12195	- Medical Transcriptionist	13.03
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	15.05
12236	- Optical Technician	11.42
12250	- Pharmacy Technician	13.36
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)	19.18
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	19.07
13012	- Exhibits Specialist II	23.50
13013	- Exhibits Specialist III	28.73
13041	- Illustrator I	19.07
13042	- Illustrator II	23.50
13043	- Illustrator III	28.73
13047	- Librarian	26.02
13050	- Library Aide/Clerk	14.49
13054	- Library Information Technology Systems	23.50
	Administrator	
13058	- Library Technician	16.14
13061	- Media Specialist I	16.95
13062	- Media Specialist II	18.97
13063	- Media Specialist III	21.15
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	16.95
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	(see 1) 25.00
14072	- Computer Programmer II	(see 1)
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1)
14102	- Computer Systems Analyst II	(see 1)
14103	- Computer Systems Analyst III	(see 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	30.12
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	7.98
16030 - Counter Attendant	7.98
16040 - Dry Cleaner	10.03
16070 - Finisher, Flatwork, Machine	7.98
16090 - Presser, Hand	7.98
16110 - Presser, Machine, Drycleaning	7.98
16130 - Presser, Machine, Shirts	7.98
16160 - Presser, Machine, Wearing Apparel, Laundry	7.98
16190 - Sewing Machine Operator	10.60
16220 - Tailor	11.18
16250 - Washer, Machine	8.65
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.22
19040 - Tool And Die Maker	27.11
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
21140 - Store Worker I	11.36
21150 - Stock Clerk	15.41
21210 - Tools And Parts Attendant	14.82
21410 - Warehouse Specialist	14.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.61
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	18.65
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	15.12
23392 - Gunsmith II	16.67
23393 - Gunsmith III	18.38
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.38

23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.30
23430 - Heavy Equipment Mechanic	20.22
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	22.82
23465 - Laboratory/Shelter Mechanic	17.58
23470 - Laborer	11.36
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	18.59
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	21.83
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	18.89
23932 - Telecommunications Mechanic II	20.21
23950 - Telephone Lineman	19.60
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	8.56
24580 - Child Care Center Clerk	10.68
24610 - Chore Aide	9.26
24620 - Family Readiness And Support Services Coordinator	12.61
24630 - Homemaker	13.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.86
25040 - Sewage Plant Operator	18.07
25070 - Stationary Engineer	18.86
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	18.07
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.57
27007 - Baggage Inspector	10.85
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	10.85
27102 - Guard II	13.55
27131 - Police Officer I	18.35
27132 - Police Officer II	20.41
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.52
28042 - Carnival Equipment Repairer	10.00
28043 - Carnival Equipment Worker	7.89
28210 - Gate Attendant/Gate Tender	13.76
28310 - Lifeguard	12.21
28350 - Park Attendant (Aide)	15.40

28510	- Recreation Aide/Health Facility Attendant	11.24
28515	- Recreation Specialist	16.31
28630	- Sports Official	12.26
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) (see 2)	35.65
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	24.58
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.07
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	22.83
30061	- Drafter/CAD Operator I	17.26
30062	- Drafter/CAD Operator II	19.55
30063	- Drafter/CAD Operator III	21.11
30064	- Drafter/CAD Operator IV	25.97
30081	- Engineering Technician I	14.53
30082	- Engineering Technician II	17.48
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	23.45
30210	- Laboratory Technician	18.92
30240	- Mathematical Technician	24.23
30361	- Paralegal/Legal Assistant I	18.54
30362	- Paralegal/Legal Assistant II	22.98
30363	- Paralegal/Legal Assistant III	28.11
30364	- Paralegal/Legal Assistant IV	34.01
30390	- Photo-Optics Technician	24.23
30461	- Technical Writer I	20.96
30462	- Technical Writer II	25.63
30463	- Technical Writer III	31.02
30491	- Unexploded Ordnance (UXO) Technician I	22.65
30492	- Unexploded Ordnance (UXO) Technician II	27.41
30493	- Unexploded Ordnance (UXO) Technician III	32.85
30494	- Unexploded (UXO) Safety Escort	22.65
30495	- Unexploded (UXO) Sweep Personnel	22.65
30620	- Weather Observer, Combined Upper Air Or Surface Programs	(see 3) 21.11
30621	- Weather Observer, Senior	(see 3) 23.45
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	10.71
31030	- Bus Driver	13.94
31043	- Driver Courier	14.96
31260	- Parking and Lot Attendant	10.11
31290	- Shuttle Bus Driver	16.25
31310	- Taxi Driver	10.90
31361	- Truckdriver, Light	16.25
31362	- Truckdriver, Medium	16.82
31363	- Truckdriver, Heavy	17.62
31364	- Truckdriver, Tractor-Trailer	17.62
99000	- Miscellaneous Occupations	
99030	- Cashier	9.30
99050	- Desk Clerk	7.94
99095	- Embalmer	22.65

99251 - Laboratory Animal Caretaker I	8.61
99252 - Laboratory Animal Caretaker II	13.46
99310 - Mortician	22.65
99410 - Pest Controller	12.65
99510 - Photofinishing Worker	11.90
99710 - Recycling Laborer	14.15
99711 - Recycling Specialist	16.26
99730 - Refuse Collector	12.79
99810 - Sales Clerk	11.50
99820 - School Crossing Guard	12.71
99830 - Survey Party Chief	17.48
99831 - Surveying Aide	10.77
99832 - Surveying Technician	14.74
99840 - Vending Machine Attendant	12.64
99841 - Vending Machine Repairer	14.48
99842 - Vending Machine Repairer Helper	12.64

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: 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:

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

\*\* UNIFORM ALLOWANCE \*\*

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

6) The contractor informs the affected employees.

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

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

WD 05-2233 (Rev.-13) was first posted on www.wdol.gov on 07/06/2010

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of | **Wage Determination No.: 2005-2233**  
Director Wage Determinations | **Revision No.: 13**  
Date Of Revision: 06/28/2010

State: Louisiana

Area: Louisiana Parishes of Jefferson, Lafourche, **Orleans**, Plaquemines, Saint John The Baptist, St Bernard, St Charles, St Tammany, Terrebonne, Washington

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.15
01012 - Accounting Clerk II		15.88
01013 - Accounting Clerk III		17.77
01020 - Administrative Assistant		23.95
01040 - Court Reporter		19.08
01051 - Data Entry Operator I		11.04
01052 - Data Entry Operator II		12.64
01060 - Dispatcher, Motor Vehicle		18.12
01070 - Document Preparation Clerk		13.09
01090 - Duplicating Machine Operator		13.09
01111 - General Clerk I		11.35
01112 - General Clerk II		12.39
01113 - General Clerk III		14.07
01120 - Housing Referral Assistant		21.88
01141 - Messenger Courier		12.11
01191 - Order Clerk I		11.04
01192 - Order Clerk II		12.99
01261 - Personnel Assistant (Employment) I		14.11
01262 - Personnel Assistant (Employment) II		18.12
01263 - Personnel Assistant (Employment) III		19.97
01270 - Production Control Clerk		20.40
01280 - Receptionist		10.88
01290 - Rental Clerk		14.11
01300 - Scheduler, Maintenance		17.56
01311 - Secretary I		17.56
01312 - Secretary II		19.49
01313 - Secretary III		21.88
01320 - Service Order Dispatcher		16.02
01410 - Supply Technician		23.95
01420 - Survey Worker		15.82
01531 - Travel Clerk I		12.61
01532 - Travel Clerk II		13.44
01533 - Travel Clerk III		14.18
01611 - Word Processor I		13.92
01612 - Word Processor II		15.62
01613 - Word Processor III		17.47
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.97
05010 - Automotive Electrician		18.40
05040 - Automotive Glass Installer		17.20
05070 - Automotive Worker		17.20
05110 - Mobile Equipment Servicer		14.80

05130 - Motor Equipment Metal Mechanic	19.45
05160 - Motor Equipment Metal Worker	17.20
05190 - Motor Vehicle Mechanic	19.45
05220 - Motor Vehicle Mechanic Helper	13.61
05250 - Motor Vehicle Upholstery Worker	16.02
05280 - Motor Vehicle Wrecker	17.20
05310 - Painter, Automotive	18.40
05340 - Radiator Repair Specialist	17.20
05370 - Tire Repairer	11.51
05400 - Transmission Repair Specialist	19.45
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.75
07041 - Cook I	9.98
07042 - Cook II	11.75
07070 - Dishwasher	7.60
07130 - Food Service Worker	7.99
07210 - Meat Cutter	11.54
07260 - Waiter/Waitress	8.36
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.29
09040 - Furniture Handler	11.88
09080 - Furniture Refinisher	16.29
09090 - Furniture Refinisher Helper	12.05
09110 - Furniture Repairer, Minor	14.18
09130 - Upholsterer	16.29
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.05
11060 - Elevator Operator	9.53
11090 - Gardener	12.27
11122 - Housekeeping Aide	9.63
11150 - Janitor	9.53
11210 - Laborer, Grounds Maintenance	10.59
11240 - Maid or Houseman	9.14
11260 - Pruner	9.35
11270 - Tractor Operator	11.81
11330 - Trail Maintenance Worker	10.59
11360 - Window Cleaner	10.85
12000 - Health Occupations	
12010 - Ambulance Driver	15.93
12011 - Breath Alcohol Technician	17.74
12012 - Certified Occupational Therapist Assistant	22.37
12015 - Certified Physical Therapist Assistant	22.37
12020 - Dental Assistant	13.94
12025 - Dental Hygienist	29.85
12030 - EKG Technician	22.64
12035 - Electroneurodiagnostic Technologist	22.64
12040 - Emergency Medical Technician	15.38
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.74
12073 - Licensed Practical Nurse III	19.79
12100 - Medical Assistant	12.13
12130 - Medical Laboratory Technician	17.46
12160 - Medical Record Clerk	14.61
12190 - Medical Record Technician	17.74
12195 - Medical Transcriptionist	14.62
12210 - Nuclear Medicine Technologist	31.65
12221 - Nursing Assistant I	10.67
12222 - Nursing Assistant II	12.00
12223 - Nursing Assistant III	13.09
12224 - Nursing Assistant IV	14.69
12235 - Optical Dispenser	15.67
12236 - Optical Technician	12.46
12250 - Pharmacy Technician	15.02

12280 - Phlebotomist	14.69
12305 - Radiologic Technologist	23.50
12311 - Registered Nurse I	26.17
12312 - Registered Nurse II	33.59
12313 - Registered Nurse II, Specialist	33.59
12314 - Registered Nurse III	40.65
12315 - Registered Nurse III, Anesthetist	40.65
12316 - Registered Nurse IV	48.72
12317 - Scheduler (Drug and Alcohol Testing)	19.86
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.40
13012 - Exhibits Specialist II	22.61
13013 - Exhibits Specialist III	27.58
13041 - Illustrator I	18.40
13042 - Illustrator II	22.61
13043 - Illustrator III	27.58
13047 - Librarian	24.17
13050 - Library Aide/Clerk	13.00
13054 - Library Information Technology Systems Administrator	21.83
13058 - Library Technician	14.21
13061 - Media Specialist I	15.75
13062 - Media Specialist II	17.62
13063 - Media Specialist III	19.65
13071 - Photographer I	14.95
13072 - Photographer II	17.10
13073 - Photographer III	21.18
13074 - Photographer IV	25.92
13075 - Photographer V	31.36
13110 - Video Teleconference Technician	19.17
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.55
14042 - Computer Operator II	17.39
14043 - Computer Operator III	19.40
14044 - Computer Operator IV	21.56
14045 - Computer Operator V	23.86
14071 - Computer Programmer I	(see 1) 21.79
14072 - Computer Programmer II	(see 1) 25.53
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.55
14160 - Personal Computer Support Technician	21.56
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.11
15020 - Aircrew Training Devices Instructor (Rated)	35.65
15030 - Air Crew Training Devices Instructor (Pilot)	40.77
15050 - Computer Based Training Specialist / Instructor	28.12
15060 - Educational Technologist	23.29
15070 - Flight Instructor (Pilot)	40.77
15080 - Graphic Artist	21.54
15090 - Technical Instructor	19.91
15095 - Technical Instructor/Course Developer	24.35
15110 - Test Proctor	16.06
15120 - Tutor	16.06
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.44
16030 - Counter Attendant	9.44
16040 - Dry Cleaner	11.80
16070 - Finisher, Flatwork, Machine	9.44
16090 - Presser, Hand	9.44

16110 - Presser, Machine, Drycleaning	9.44
16130 - Presser, Machine, Shirts	9.44
16160 - Presser, Machine, Wearing Apparel, Laundry	9.44
16190 - Sewing Machine Operator	12.59
16220 - Tailor	13.38
16250 - Washer, Machine	10.22
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.00
19040 - Tool And Die Maker	24.08
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.43
21030 - Material Coordinator	20.91
21040 - Material Expediter	20.91
21050 - Material Handling Laborer	14.29
21071 - Order Filler	10.73
21080 - Production Line Worker (Food Processing)	14.43
21110 - Shipping Packer	13.65
21130 - Shipping/Receiving Clerk	13.65
21140 - Store Worker I	8.95
21150 - Stock Clerk	13.25
21210 - Tools And Parts Attendant	14.43
21410 - Warehouse Specialist	14.43
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.24
23021 - Aircraft Mechanic I	22.76
23022 - Aircraft Mechanic II	24.24
23023 - Aircraft Mechanic III	25.73
23040 - Aircraft Mechanic Helper	15.92
23050 - Aircraft, Painter	17.67
23060 - Aircraft Servicer	18.73
23080 - Aircraft Worker	20.14
23110 - Appliance Mechanic	18.79
23120 - Bicycle Repairer	11.51
23125 - Cable Splicer	23.23
23130 - Carpenter, Maintenance	18.92
23140 - Carpet Layer	16.47
23160 - Electrician, Maintenance	21.71
23181 - Electronics Technician Maintenance I	23.31
23182 - Electronics Technician Maintenance II	25.07
23183 - Electronics Technician Maintenance III	26.85
23260 - Fabric Worker	15.22
23290 - Fire Alarm System Mechanic	18.17
23310 - Fire Extinguisher Repairer	14.85
23311 - Fuel Distribution System Mechanic	21.87
23312 - Fuel Distribution System Operator	16.13
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.76
23381 - Ground Support Equipment Servicer	18.73
23382 - Ground Support Equipment Worker	20.14
23391 - Gunsmith I	14.85
23392 - Gunsmith II	17.48
23393 - Gunsmith III	20.14
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.14
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.45
23430 - Heavy Equipment Mechanic	18.40
23440 - Heavy Equipment Operator	18.24
23460 - Instrument Mechanic	22.06
23465 - Laboratory/Shelter Mechanic	18.80
23470 - Laborer	10.79
23510 - Locksmith	19.01
23530 - Machinery Maintenance Mechanic	21.02

23550 - Machinist, Maintenance	20.88
23580 - Maintenance Trades Helper	13.26
23591 - Metrology Technician I	22.06
23592 - Metrology Technician II	23.50
23593 - Metrology Technician III	24.94
23640 - Millwright	23.61
23710 - Office Appliance Repairer	17.58
23760 - Painter, Maintenance	18.14
23790 - Pipefitter, Maintenance	20.38
23810 - Plumber, Maintenance	19.28
23820 - Pneudraulic Systems Mechanic	20.14
23850 - Rigger	18.57
23870 - Scale Mechanic	17.48
23890 - Sheet-Metal Worker, Maintenance	18.57
23910 - Small Engine Mechanic	16.73
23931 - Telecommunications Mechanic I	21.10
23932 - Telecommunications Mechanic II	22.47
23950 - Telephone Lineman	21.06
23960 - Welder, Combination, Maintenance	19.18
23965 - Well Driller	20.14
23970 - Woodcraft Worker	20.14
23980 - Woodworker	15.39
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.58
24580 - Child Care Center Clerk	12.73
24610 - Chore Aide	8.02
24620 - Family Readiness And Support Services Coordinator	13.04
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.73
25040 - Sewage Plant Operator	16.43
25070 - Stationary Engineer	18.73
25190 - Ventilation Equipment Tender	13.02
25210 - Water Treatment Plant Operator	16.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.58
27007 - Baggage Inspector	10.51
27008 - Corrections Officer	14.48
27010 - Court Security Officer	14.99
27030 - Detection Dog Handler	13.71
27040 - Detention Officer	13.16
27070 - Firefighter	14.08
27101 - Guard I	10.51
27102 - Guard II	13.71
27131 - Police Officer I	18.29
27132 - Police Officer II	20.32
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.31
28042 - Carnival Equipment Repairer	12.31
28043 - Carnival Equipment Worker	8.32
28210 - Gate Attendant/Gate Tender	13.10
28310 - Lifeguard	12.10
28350 - Park Attendant (Aide)	14.66
28510 - Recreation Aide/Health Facility Attendant	10.70
28515 - Recreation Specialist	14.76
28630 - Sports Official	11.68
28690 - Swimming Pool Operator	15.41
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.16
29020 - Hatch Tender	18.68
29030 - Line Handler	18.68
29041 - Stevedore I	16.80

29042 - Stevedore II	19.53
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.95
30022 - Archeological Technician II	20.02
30023 - Archeological Technician III	27.09
30030 - Cartographic Technician	27.22
30040 - Civil Engineering Technician	24.02
30061 - Drafter/CAD Operator I	19.63
30062 - Drafter/CAD Operator II	21.96
30063 - Drafter/CAD Operator III	24.49
30064 - Drafter/CAD Operator IV	30.13
30081 - Engineering Technician I	16.09
30082 - Engineering Technician II	18.05
30083 - Engineering Technician III	20.19
30084 - Engineering Technician IV	25.02
30085 - Engineering Technician V	30.61
30086 - Engineering Technician VI	37.03
30090 - Environmental Technician	22.92
30210 - Laboratory Technician	23.99
30240 - Mathematical Technician	27.22
30361 - Paralegal/Legal Assistant I	20.64
30362 - Paralegal/Legal Assistant II	26.00
30363 - Paralegal/Legal Assistant III	31.81
30364 - Paralegal/Legal Assistant IV	38.48
30390 - Photo-Optics Technician	27.22
30461 - Technical Writer I	22.62
30462 - Technical Writer II	27.67
30463 - Technical Writer III	35.20
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.71
Surface Programs	
30621 - Weather Observer, Senior (see 2)	26.36
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.90
31030 - Bus Driver	14.93
31043 - Driver Courier	13.44
31260 - Parking and Lot Attendant	8.01
31290 - Shuttle Bus Driver	14.76
31310 - Taxi Driver	10.84
31361 - Truckdriver, Light	14.76
31362 - Truckdriver, Medium	16.07
31363 - Truckdriver, Heavy	17.37
31364 - Truckdriver, Tractor-Trailer	17.37
99000 - Miscellaneous Occupations	
99030 - Cashier	8.53
99050 - Desk Clerk	10.59
99095 - Embalmer	19.51
99251 - Laboratory Animal Caretaker I	10.19
99252 - Laboratory Animal Caretaker II	11.20
99310 - Mortician	27.18
99410 - Pest Controller	14.18
99510 - Photofinishing Worker	12.47
99710 - Recycling Laborer	13.96
99711 - Recycling Specialist	17.79
99730 - Refuse Collector	12.61
99810 - Sales Clerk	11.60

99820 - School Crossing Guard	9.76
99830 - Survey Party Chief	22.37
99831 - Surveying Aide	16.53
99832 - Surveying Technician	20.33
99840 - Vending Machine Attendant	12.18
99841 - Vending Machine Repairer	16.52
99842 - Vending Machine Repairer Helper	12.18

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) 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 regrading 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. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each

proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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

6) The contractor informs the affected employees.

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

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

**ATTACHMENT J-10**

**APPLICABLE REGULATIONS, PROCEDURES, AND DOCUMENTS**

The documents listed herein contain specifications to which the contractor's work must conform. The contractor shall at all times comply with all the requirements of these documents and all revisions thereto. Current versions shall be utilized, unless authorization to use obsolete versions has been properly documented. This listing is not intended to relieve the Contractor of its responsibility for identification of applicable regulations and procedures and compliance therewith when performing work on-site at MSFC.

For the Contractor's information, NASA recognizes a department hierarchy. NASA Policy Directives (NPDs) and NASA Procedural Requirements (NPRs) are Headquarters' (HQ) level documents and take precedence over center level documents. The Center equivalent to these documents is Marshall Policy Directive (MPD) and Marshall Procedural Requirements (MPR) that are written to support the HQ documents at the local level. The hierarchical order for these documents is NPD and NPR at the HQ level and MPD and MPR at the Center level. Beyond the documents, the Center also has Marshall Work Instructions (MWI) that typically support implementation of one of the higher level documents and Organizational Instructions (OI's) that provide work direction for activities that do not affect the entire Center.

Notwithstanding the hierarchy of NASA's documentation system, in terms of understanding the requirements for performing this contract, the Contractor's attention is invited to the documents specifically referenced in the Performance Work Statement (PWS) and documents referenced in the data requirements.

As a Services Contract provider, the Contractor shall utilize all NASA and MSFC Directives and Standards as applicable, as well as OIs.

NASA Directives can be found at the following URL: <http://nodis3.gsfc.nasa.gov/>  
MSFC Directives can be found at the following URL:  
<https://repository.msfc.nasa.gov/directives> or <https://app1.nis.nasa.gov/directives/>  
NASA and MSFC Standards can be found at the following URL:  
<http://standards.nasa.gov>

The following documents are applicable as stated in the PWS and Data Procurement Document (DPD) 1321.

NFPA Standards

National Fire Codes

OMB Circulars

OMB Circular A-130

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### NASA Documentation

NASA-STD-8719.11	Safety Standard for Fire Protection
NPD 1000.0	NASA Governance and Strategic Management Handbook
NPD8800.14	Policy for Real Estate Management
NPD8831.2	Facilities Maintenance and Operations Management
NPD 9010.2	Financial Management
NPR 1441.1	NASA Records Retention Schedules
NPR 1600.1	NASA Security Program Procedural Requirements
NPR 2810.1	Security of Information Technology
NPR 3792.1	Plan for a Drug-Free Workplace
NPR 4100.1	NASA Materials Inventory Management Manual
NPR 4200.1	NASA Equipment Management Procedural Requirements
NPR 4300.1	NASA Personal Property Disposal Procedural Requirements
NPR 5100.4	Federal Acquisition Regulation Supplement (NASA/FAR Supplement)
NPR 8621.1	NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping
NPR 8715.3	NASA General Safety Program Requirements
NPR 9010.1	Financial Management Requirements Overview
NPR 9130.1	NASA Financial Information Systems
NPR 9200.1	Accounting General Overview
NPR 9420.1	Budget Formulation
NPR 9470.1	Budget Execution

### MSFC Documentation

MPD 1280.1	Marshall Quality Management System Manual
MPD 1800.1	MSFC Smoking Policy
MPD 1840.1	MSFC Environmental Health Program
MPD 1840.2	MSFC Hearing Conservation Program
MPD 1840.3	MSFC Respiratory Protection Program
MPD 1860.2	Radiation Safety Program
MPD 2210.1	Documentation Input and Output of the MSFC Documentation Repository
MPD 8500.1	MSFC Environment Management Policy
MPR 8500.1	MSFC Environmental Management Program
MPD 8900.1	Medical Operations Responsibilities for Human Space Flight Programs
MPR 1040.3	MSFC Emergency Plan
MPR 1380.2	Center Public Exhibits and Requirement Process
MPR 1440.2	MSFC Records Management Program
MPR 1800.1	Bloodborne Pathogens
MPR 1800.2	MSFC Ergonomics Program
MPR 1810.1	MSFC Occupational Medicine

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MPR 1840.1	MSFC Confined Space Entries
MPR 1840.2	MSFC Hazard Communication Program
MPR 1840.3	MSFC Hazardous Chemicals in Laboratories Protection Program
MPR 1840.4	MSFC Asbestos Program
MPR 1860.2	Nonionizing Radiation Safety
MPR 3410.1	Training
MPR 8500.2	MSFC Environment Management System (EMS) Manual
MPR 8715.1	Marshall Safety, Health, and Environmental (SHE) Program
MPR 8812.1	Requests for Facility Services at MSFC
MWI 1810.1	Automated External Defibrillator (AED) Program
MWI 3410.1	Personnel Certification Program
MWI 8550.5	Chemical Management
MWI 8621.1	Mishap & Close Call Reporting and Investigation Program
MWI 8715.1	Electrical Safety Program
MWI 8715.2	Lockout/Tagout Program
MWI 8715.3	Hazard Identification and Warning System
MWI 8715.4	Personal Protective Equipment (PPE) and Systems
MWI 8715.5	Area/Building Manager Program
MWI 8715.9	Occupational Safety Requirements for MSFC Contractors
MWI 8715.10	Explosives, Propellants, and Pyrotechnics Program
MWI 8715.12	Safety, Health, and Environmental-Finding Tracking System (SHEtrak)
MWI 8715.13	Safety Concerns Reporting System (SCRS)
MWI 8715.15	Operational Safety Assessment Program

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

MPR 1100.1	Marshall Space Flight Center Organizational Manual
MPR 1280.4	MSFC Corrective Action System
MPR 1280.6	Management Systems Internal Audits
MPR 1410.1	Documentation and Data Control for Organizational Issuances
MPR 1600.1	MSFC Security Procedural Requirements
MPR 2190.1	MSFC Export Control Program
MPR 2500.1	Marshall Telecommunications Audio Visual Services
MPR 2800.2	Marshall Information Technology (IT) Services
MPR 4000.2	Property Management
MPR 5000.1	Purchasing
MPR 6700.1	MSFC Vehicle and Motor Pool Operations
MWI 1280.2	MSFC Customer Feedback (CF) Processing Through the Corrective Action System (CAS)
MWI 1280.4	MSFC Quality System Deficiency Notice System

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MWI 1500.1	Special Events Coordination
MWI 2800.1	Service Request System for Information Technology (SRS ITP) Purchases
MWI 4200.1	Equipment Control
MWI 4500.1	Property Support: Furniture Operations, Retail Supply Operations, Warehousing, and Food Services
MWI 5000.1	Processing NASA Research Announcement (NRA's) and Cooperative Agreement Notices (CAN's)
MWI 5100.1	Initiating Procurement Requisitions
MWI 5115.2	Source Evaluation Board/Committee (SEB/C) Process
MWI 8715.9	Occupational Safety Requirements for MSFC Contractors

Organizational Issuances: Due to the nature of this effort and the various organizations that are supported, OI's specific to organizational process and procedures must be adhered to by all Contractor personnel.

**ATTACHMENT J-11**

**SAFETY, HEALTH, AND ENVIRONMENTAL PLAN**

**ATTACHMENT J-12**

ACRONYM LIST

ABSS	Acquisition & Business Support Services
ACO	Administrative Contracting Officer
ADA	Americans with Disabilities Act
ADP	Automated Data Processing
AMS	Accounting Management System
AQL	Acceptable Quality Level
ATP	Authority to Proceed
BICE	Bureau of Immigration & Customs Enforcement
BLS	Bureau of Labor Statistics
BW	Business Warehouse
CAD	Computer Aided Design
CANS	Cooperative Agreement Notices
CAS	Corrective Action System
CBA	Collective Bargaining Agreement
CCI	Consolidated Contract Incentive
CCR	Central Contractor Registration
CCS	Center Chief of Security
CF	Customer Feedback
C.F.R.	Code of Federal Regulations
CIO	Center Information Office
CITSPP	Contractor Information Technology Security Program Plan
CLIN	Contract Line Item Number
CM	Configuration Management
CMM	Contract Management Module
CO	Contracting Officer
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-The-Shelf
CSO	Corporate Security Officer
CST	Central Standard Time
CWC	Collaborative Workforce Commitment
CY	Contract Year
DCAA	Defense Contract Audit Agency
DCL	Document Change Log
DCB	Document Control Board
DCMA	Defense Contract Management Agency
DoD	Department of Defense
DOL	Department of Labor
DOT	Department of Transportation
DPD	Data Procurement Document
DPLH	Direct Productive Labor Hours
DRD	Data Requirements Description
DRFP	Draft Request for Proposal
DRL	Data Requirements List
DUNS	Data Universal Numbering System

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EAR	Export Administration Regulations
ECP	Engineering Change Proposal
EMS	Environmental Management System
EOD	Entrance on Duty
FACS	Financial and Contractual Status
FAQ	Frequently Asked Questions
FAR	Federal Acquisition Regulation
FFP	Firm-Fixed-Price
FGE	Federal Grade Equivalency
FICA	Federal Insurance Contribution Act
FIPS PUB	Federal Information Processing Standards Publication
FLSA	Fair Labor Standards Act
FPPS	Federal Personnel and Payroll System
FPR	Final Proposal Revisions
FPPA	Forward Pricing Rate Agreement
FPRP	Forward Pricing Rate Proposals
FRFP	Final Request for Proposal
FSO	Facility Security Office
FTE	Full Time Equivalent
FTR	Federal Travel Regulation
FUI	Federal Unemployment Insurance
G&A	General and Administrative
GAO	General Accounting Office
GICE	Government Independent Cost Estimate
GILC	Government Identified Labor Category
HQ	Headquarters
HPGL	Hewlett-Packard Graphic Language
HSPD	Homeland Security Presidential Directive
HTML	Hyper Text Markup Language
IAGP	Installation-Accountable Government Property
IDIQ	Indefinite Delivery/Indefinite Quantity
IDMS	Identity Management System or Information and Data Management System
IEMP	Integrated Enterprise Management Program
IRIS	Incident Reporting Information System
IT	Information Technology
ITAR	International Traffic in Arms Regulations
JD/Q	Job Description/Qualification
KP	Key Personnel
LTC	Lost Time Case
MAF	Michoud Assembly Facility
MPD	Marshall Policy Directive
MPR	Marshall Procedural Requirements
MSFC	Marshall Space Flight Center
MTA	Management and Technical Approach
MWI	Marshall Work Instructions
NAC	National Agency Check
NACI	National Agency Check with Inquiries

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NAICS	North American Industry Classification System
NAIS	NASA Acquisition Internet Services
NAMS	NASA Account Management System
NASA	National Aeronautics & Space Administration
NASIRC	NASA Incident Response Center
NCIC	National Crime Information Center
NEACC	NASA Enterprise Application Competency Center
NFNMS	NASA Foreign National Management System
NFPA	National Fire Prevention Association
NFS	NASA FAR Supplement
NIST	National Institute of Standards and Technology
NLRB	National Labor Relations Board
NPD	NASA Policy Directives
NPR	NASA Procedural Requirements
NRA	NASA Research Announcement
NRRS	NASA Records Retention Schedule
NSCCB	Network Security Configuration Control Board
NSSTC	National Space Science Technology Center
NSSC	NASA Shared Services Center
NTE	Not-to-Exceed
OASDI	Old Age Survivors Disability Insurance
OCFO	Office of the Chief Financial Officer
OCI	Organizational Conflict of Interest
ODC	Other Direct Costs
ODIN	Outsourcing Desktop Initiative for NASA
OHC	Office of Human Capital
OI	Organizational Instructions
OMB	Office of Management and Budget
OPM	Office of Personnel Management
ORCA	Online Representations and Certifications Application
OSAC	Office of Strategic Analysis and Communications
OSHA	Occupational Safety and Health Administration
OWI	Organizational Work Instruction
PACS	Physical Access Control System
PCI	NASA Personal Identity Verification Card Issuance
PDF	Portable Document Format
PERT	Program Evaluation Review Technique
PIN	Personal Identification Number
PIV	Personal Identity Verification
PKI	Public Key Infrastructure
PM	Program Manager
POC	Point of Contact
PPBE	Planning, Programming, Budgeting, and Execution
PRB	Plans Postretirement Benefits
PRS	Performance Requirements Summary
PTS	Points
PWS	Performance Work Statement
RDSS	Request and Determination for Single Source

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RFP	Request for Proposal
S&MA	Safety & Mission Assurance Office
S&MS	Science and Mission Systems
SAT	Simplified Acquisition Threshold
SATERN	System for Administration, Training, Educational Resources for NASA
SBA	Small Business Administration
SBIR	Small Business Innovative Research
SBU	Sensitive But Unclassified
SCA	Service Contract Act
SCRS	Safety Concerns Reporting System
SEB	Source Evaluation Board
SF	Standard Form
SEMO	Supply and Equipment Management Officer
SHE	Safety, Health and Environmental
SIC	Standard Industrial Classification
SP	Special Publication
SSA	Source Selection Authority
SSN	Social Security Number
SSWP	Supervisors Safety Web Page
STARS	Staffing and Recruitment System
STC	Staffing and Total Compensation
SUI	State Unemployment Insurance
STD	Standard
TBD	To Be Determined
TBP	To Be Proposed
TO	Task Order
TOP	Task Order Plan
TOR	Task Order Request
TRIR	Total Reportable Injury Rate
TSP	Thrift Savings Plan
URL	Uniform Resource Locator
US-CERT	United States Computer Emergency Readiness Team
WBS	Work Breakdown Structure
WD	Wage Determination
WDOL	Wage Determinations On-Line
WO	Work Order
WYE	Work Year Equivalent

**ATTACHMENT J-13**

**CUSTOMER SURVEY  
ACQUISITION AND BUSINESS SUPPORT SERVICES (ABSS)**

ORGANIZATION CODE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
DATE: \_\_\_\_\_  
Response Due By: \_\_\_\_\_

It is       (Company Name)       goal to provide service excellence in accomplishing our mission on the Acquisition and Business Support Contract (ABSS). As such, we have developed this survey/evaluation to serve two primary purposes. First, it will serve as a working tool to provide valuable feedback to       (Company Name)       program management on our performance, and second, to serve as a means for the NASA Contacting Officer's Technical Representative (COTR) and the Contracting Officer (CO) to evaluate our performance.

In completing this survey it is important to understand that the ABSS Contract is a mission service contract and is not an individual personal service contract. Therefore, your evaluation must be based on       (Company Name)       service as a whole and not representative of       (Company Name)       individual employee performance. However, should you have an individual you would like to recognize or areas of development which would further facilitate the accomplishment of your mission, please add these points in the comment section of this survey.

Please e-mail your completed survey, including comments, on or before the due date set forth above to the       (Company Name)       Program Manager (PM) at       (email address)       .

**NON-RESPONSE:** Should you fail to respond or choose not to respond by the "Response Due By" above, a score for the support provided to your organization will not be included in the overall calculation.

**NOTE:** You are encouraged to provide comments in the section provided below. Comments are necessary to provide the COTR/CO meaningful information for use in assessing the survey results, and in discussions with the Contractor.

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The following table provides definitions and ranges of performance to be used in your ratings. The COTR and CO will use the same adjectival ratings and ranges of performance in determining the final overall rating.

Adjectival Rating	Range of Performance	Narrative Description of Performance
Excellent	4.00 – 5.00	Exceptional performance; fully responsive to requirements, timely and effective; any deficiencies had no adverse effect on overall performance.
Very Good	3.00 – 3.99	Very effective performance; fully responsive to requirements; timely and effective; only minor deficiencies with little adverse effect on overall performance.
Good	2.00 – 2.99	Effective performance; fully responsive to requirements; reportable deficiencies, but with minimal identifiable effect on overall performance.
Satisfactory	1.00 – 1.99	Met or slightly exceeded minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effect on overall performance.
Poor/Unsatisfactory	0.00 - 0.99	Did not meet minimum acceptable requirements; inadequate results; reportable deficiencies with substantial effect on overall performance.

Please rate the following metrics by placing a number from the ranges of performance shown above under the appropriate adjective rating best representing your experience with the  (Company Name )  personnel supporting your area. The number can be any number between the ranges shown for the adjectival rating selected.

Please rate the following metrics by placing a number from the ranges of performance shown above under the appropriate adjective rating best representing your experience with the  (Company Name )  personnel supporting your area. The number can be any number between the ranges shown for the adjectival rating selected.

To better improve our service we would appreciate your comments. These comments will greatly enhance our level of service and ability to make any necessary adjustments.

NNM11AA30C

<u>Evaluation Criteria /Areas of Emphasis</u>	<u>EX</u> 4.00 - 5.00	<u>VG</u> 3.00- 3.99	<u>GOOD</u> 2.00 - 2.99	<u>SAT</u> 1.00 - 1.99	<u>P/UN</u> 0.00- 0.99	<u>N/A</u>
(Company Name) Program Management and Working Level Management are responsive to my needs						
(Company Name) and its employees contribute to the overall accomplishment of the department mission						
(Company Name) is readily accessible and responsive within a reasonable period of time						
(Company Name) is flexible and helpful when responding to changes i.e. changes in organization, reassignments						
(Company Name) employees exhibit professionalism, courtesy, concern, ethics and integrity						
(Company Name) keeps me informed as to problems and concerns effecting the organization or service provided						
(Company Name) management demonstrates a consistent commitment to customer satisfaction, responsiveness and continuous improvement						
(Company Name) employees demonstrate a consistent commitment to customer satisfaction, responsiveness and continuous improvement						
Overall (Company Name) provides qualified employees knowledgeable in the task performed considering the grade level of employees						
Overall (Company Name) is meeting our most critical needs						
(Company Name) personnel demonstrate a commitment and understanding of MSFC Safety Policies						

Legend:

EX = Excellent

VG = Very Good

GOOD = Good

SAT = Satisfactory

P/UN = Poor/Unsatisfactory

N/A = Not Applicable.

NNM11AA30C

The table below shows the possible financial impact to \_\_\_\_\_ (Company Name) \_\_\_\_\_ for each possible overall composite adjectival rating.

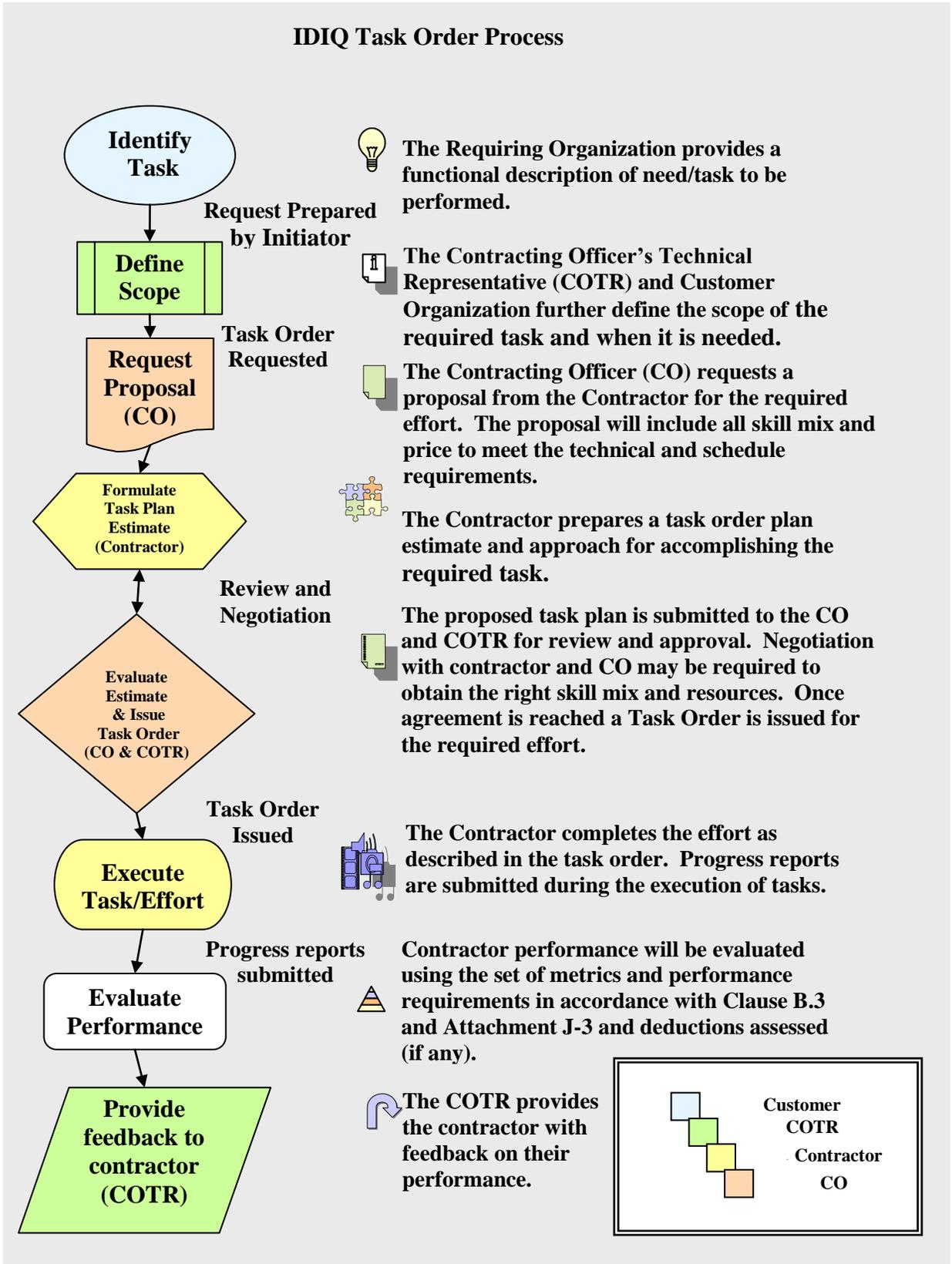
Overall Adjectival Rating	Deduction From TO Total Value for Quarter*
Excellent	00%
Very Good	1%
Good	2%
Satisfactory	14%
Poor/Unsatisfactory	20%

\*Values provided are examples only.

COMMENTS OR SUGGESTIONS

ATTACHMENT J-14

IDIQ TASK ORDER PROCESS



**ATTACHMENT J-15**

**POSITION DESCRIPTIONS**

**INTRODUCTION**

The following position descriptions provide a more detailed set of guidelines and requirements than those included in the ABSS Performance Work Statement (Attachment J-1), items 3.0 and 4.0:

**PROGRAM MANAGEMENT**

Program Manager

The Program Manager serves as the contractor's single contract manager, and shall be the contractor's authorized interface with the Government Contracting Officer (CO), the contract level Contracting Officer's Technical Representative (COTR), Government management personnel and customer agency representatives. Serves as senior corporate representative responsible for overall contract performance. Desired education is a bachelor's degree and 12 years experience in relevant program management.

**BUSINESS SUPPORT SERVICES**

Business Team Lead

The Business Team Lead serves as the primary business interface with the customer. Responsible for meeting contract requirements and customer objectives. Exercises independent judgment and solves administrative and managerial problems. Responsible for planning and coordinating staff, as well as managing cost, schedule and quality. Guides teams, analyzes problems and implements solutions. Desired education is a bachelor's degree in area of specialty and relevant program management experience. Has expert knowledge of NASA business concepts, practices and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. Reports to the Program Manager. Has a broad mandate for independent actions and decisions.

Budget Analyst I

Analyzes accounting records to determine financial resources required to implement programs and makes recommendations for budget allocations to ensure conformance to budgetary limits. Also responsible for reviewing operating budgets periodically in order to analyze trends affecting budget needs. Desired education is a bachelor's degree and 0-2 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate

supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a supervisor or manager.

### Budget Analyst II

Analyzes accounting records to determine financial resources required to implement programs and makes recommendations for budget allocations to ensure conformance to budgetary limits. Also responsible for reviewing operating budgets periodically in order to analyze trends affecting budget needs. Desired education is a bachelor's degree and 2-4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision. Typically reports to a supervisor or manager. A certain degree of creativity and latitude is required.

### Budget Analyst III

Analyzes accounting records to determine financial resources required to implement programs and makes recommendations for budget allocations to ensure conformance to budgetary limits. Also responsible for reviewing operating budgets periodically in order to analyze trends affecting budget needs. Desired education is a bachelor's degree and 4-6 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. May report to an executive or a manager. A wide degree of creativity and latitude is expected.

### Budget Analyst IV

Analyzes accounting records to determine financial resources required to implement programs and makes recommendations for budget allocations to ensure conformance to budgetary limits. Also responsible for reviewing operating budgets periodically in order to analyze trends affecting budget needs. Desired education is a bachelor's degree in area of specialty and 6-8 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. May report to an executive or a manager.

### Program Analyst I

Analyzes and advises management on the effectiveness and efficiency of operations. Provides information and analyses to manage and control program resources and schedules within constraints. Assesses possible differences or changes in program content and recommends possible courses of action. Performs cost/schedule analyses. Provides status reports and assessments. Tracks and analyzes program cost/schedule

status and predicts anticipated progress at selected points in time, such as at fiscal year end and at major milestones. Desired education is a bachelor's degree and 0-2 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instruction and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a supervisor or manager.

### Program Analyst II

Analyzes and advises management on the effectiveness and efficiency of operations. Provides information and analyses to manage and control program resources and schedules within constraints. Assesses possible differences or changes in program content and recommends possible courses of action. Performs cost/schedule analyses. Provides status reports and assessments. Tracks and analyzes program cost/schedule status and predicts anticipated progress at selected points in time, such as at fiscal year end and at major milestones. Desired education is a bachelor's degree and 2-4 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instruction and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a supervisor or manager.

### Program Analyst III

Analyzes and advises management on the effectiveness and efficiency of operations. Provides information and analyses to manage and control program resources and schedules within constraints. Assesses possible differences or changes in program content and recommends possible courses of action. Performs cost/schedule analyses. Provides status reports and assessments. Tracks and analyzes program cost/schedule status and predicts anticipated progress at selected points in time, such as at fiscal year end and at major milestones. Desired education is a bachelor's degree and 4-6 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instruction and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a supervisor or manager.

### Program Analyst IV

Analyzes and advises management on the effectiveness and efficiency of operations. Provides information and analyses to manage and control program resources and schedules within constraints. Assesses possible differences or changes in program content and recommends possible courses of action. Performs independent cost/schedule

analyses. Provides independent status reports and assessments. Tracks and analyzes program cost/schedule status and predicts anticipated progress at selected points in time, such as at fiscal year end and at major milestones. Desired education is a bachelor's degree in area of specialty and 6-8 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. May report to an executive or a manager.

#### Resource Analyst I

Enters data from a variety of sources into systems, forms, reports, and scheduled for designated projects and/or organizations. Makes adjustments to ensure accurate portrayal of funds' status. Consolidates data for viable overview of financial status of projects/organizations. Analyzes expenditures versus commitments to identify/resolve problems inherent in the management of resources for the programs/organizations supported. Desired education is a bachelor's degree and 0-2 years of experience in the field or related area. Familiar with standard concepts, practices, and procedures. Relies on experience and judgment to perform the functions of the job. Performs a variety of complicated tasks. A wide degree of creativity and latitude is required. Works under general supervision. May report to an executive or manager.

#### Resource Analyst II

Enters data from a variety of sources into systems, forms, reports, and scheduled for designated projects and/or organizations. Makes adjustments to ensure accurate portrayal of funds' status. Consolidates data for viable overview of financial status of projects/organizations. Analyzes expenditures versus commitments to identify/resolve problems inherent in the management of resources for the programs/organizations supported. Desired education is a bachelor's degree and 2-4 years of experience in the field or related area. Familiar with standard concepts, practices, and procedures. Relies on experience and judgment to perform the functions of the job. Performs a variety of complicated tasks. A wide degree of creativity and latitude is required. Works under general supervision. May report to an executive or manager.

#### Resource Analyst III

Enters data from a variety of sources into systems, forms, reports, and scheduled for designated projects and/or organizations. Makes adjustments to ensure accurate portrayal of funds' status. Consolidates data for viable overview of financial status of projects/organizations. Analyzes expenditures versus commitments to identify/resolve problems inherent in the management of resources for the programs/organizations supported. Desired education is a bachelor's degree and 4-6 years of experience in the field or related area. Familiar with standard concepts, practices, and procedures. Relies on experience and judgment to perform the functions of the job. Performs a variety of

complicated tasks. A wide degree of creativity and latitude is required. Works under general supervision. May report to an executive or manager.

#### Resource Analyst IV

Enters data from a variety of sources into systems, forms, reports, and scheduled for designated projects and/or organizations. Makes adjustments to ensure accurate portrayal of funds' status. Consolidates data for viable overview of financial status of projects/organizations. Analyzes expenditures versus commitments to identify/resolve problems inherent in the management of resources for the programs/organizations supported. Desired education is a bachelor's degree and 6-8 years of experience in the field or related area. Familiar with standard concepts, practices, and procedures. Relies on experience and judgment to perform the functions of the job. Performs a variety of complicated tasks. A wide degree of creativity and latitude is required. Works under general supervision. May report to an executive or manager.

#### Technical Writer I

The contractor shall observe operational and developmental activities to document operating procedures and details; interviews operational personnel and reads journals, reports, and other material to become familiar with changing technologies and operational methods. The contractors shall organize material and complete written assignments according to set standards regarding order, clarity, conciseness, style, and terminology. The contractor shall review published materials and recommend revisions or changes in scope, format, content, and methods of reproduction and binding; maintain records and files of work and revisions; select photographs, drawings, sketches, diagrams, and charts to illustrate material; The contractors shall assist in laying out material for publication; arrange for typing, duplication and distribution of material and specialize in writing material regarding work methods and procedures.

#### Technical Writer II

Develops, writes, and edits material for reports, manuals, briefs, proposals, instruction books, catalogs, and related technical and administrative publications concerned with work methods and procedures. Receives assignment from supervisor. Observes operational and developmental activities to document operating procedures and details. Interviews operational personnel and reads journals, reports, and other material to become familiar with changing technologies and operational methods. Organizes material and completes writing assignment according to set standards regarding order, clarity, conciseness, style, and terminology. Reviews published materials and recommends revisions or changes in scope, format, content, and methods of reproduction and binding. May maintain records and files of work and revisions. May select photographs, drawings, sketches, diagrams, and charts to illustrate material. May assist in laying out material for publication. May arrange for typing, duplication and distribution of material. May write speeches, articles, and public or employee relations

releases. May edit, standardize, or make changes to material prepared by other writers or plant personnel. May specialize in writing material regarding work methods and procedures.

### Technical Writer III

The contractor shall observe operational and developmental activities to document operating procedures and details; interviews operational personnel and reads journals, reports, and other material to become familiar with changing technologies and operational methods. The contractors shall organize material and complete written assignments according to set standards regarding order, clarity, conciseness, style, and terminology. The contractor shall review published materials and recommend revisions or changes in scope, format, content, and methods of reproduction and binding; maintain records and files of work and revisions; select photographs, drawings, sketches, diagrams, and charts to illustrate material; The contractors shall layout material for publication; arrange for typing, duplication and distribution of material and specialize in writing material regarding work methods and procedures.

## **ACQUISITION SUPPORT SERVICES**

### Acquisition Team Lead

The Acquisition Team Lead serves as the primary acquisition interface with the customer. Responsible for meeting contract requirements and customer objectives. Exercises independent judgment and solves administrative and managerial problems. Responsible for planning and coordinating staff, as well as managing cost, schedule and quality. Guides teams, analyzes problems and implements solutions. Desired education is a bachelor's degree in area of specialty and 2-5 years relevant supervisory experience. Has expert knowledge of NASA acquisition concepts, practices and procedures. Relies on extensive experience in Federal acquisition policies, guidelines, regulations, processes, procedures, and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. Reports to the Program Manager. Has a broad mandate for independent actions and decisions.

### Purchasing Agent I

Handles orders involving items which have readily identified uses and applications. May refer to a catalog, manufacturer's manual or similar document to insure that proper item is supplied or to verify price of ordered item.

### Purchasing Agent II

Handles orders that involve making judgments such as choosing which specific product or material from the establishment's product lines will satisfy the customer's needs, or determining the price to be quoted when pricing involves more than merely referring to a price list or making some simple mathematical calculations.

Contracts Administrator I

Aids in the preparation of contractual provisions and the administration of contract proposals. Responsible for preparing bids and negotiating specifications and contractual provisions. Desired education is a bachelor's degree and 0-2 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under direct supervision; typically reports to a manager.

Contracts Administrator II

Aids in the preparation of contractual provisions and the administration of contract proposals. Responsible for preparing bids and negotiating specifications and contractual provisions. Desired education is a bachelor's degree and 2-4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a manager.

Contracts Administrator III

Aids in the preparation of contractual provisions and the administration of contract proposals. Responsible for preparing bids and negotiating specifications and contractual provisions. Desired education is a bachelor's degree and at least 4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complex tasks. Works under general supervision; typically reports to a manager.

General Clerk I

Assists in a variety of administrative matters; maintaining a wide variety of financial or other records; verifying statistical reports for accuracy and completeness; and handling and adjusting complaints. Relies on instruction and pre-established guidelines to perform functions of the job. Works under immediate supervision. Requires a high school diploma or equivalent and 0-2 years of experience.

General Clerk II

Assists in a variety of administrative matters; maintaining a wide variety of financial or other records; verifying statistical reports for accuracy and completeness; and handling and adjusting complaints. Relies on limited experience and judgment to plan and accomplish goals. Works under general supervision. Requires a high school diploma or equivalent and 2-4 years of experience.

General Clerk III

Uses some subject-matter knowledge and judgment to complete assignments consisting of numerous steps that vary in nature and sequence. Selects from alternative methods and refers problems not solvable by adapting or interpreting substantive guides, manuals, or procedures. Typical duties include: assisting in a variety of administrative matters; maintaining a wide variety of financial or other records; verifying statistical reports for accuracy and completeness; and handling and adjusting complaints. May also direct lower level clerks. Positions above level IV are excluded. Such positions (which may include supervisory responsibility over lower level clerks) require workers to use a thorough knowledge of an office's work and routine to: 1) choose among widely varying methods and procedures to process complex transactions; and 2) select or devise steps necessary to complete assignments. Typical jobs covered by this exclusion include administrative assistants, clerical supervisors, and office managers.

Procurement Analyst I

Serves as an advisor concerning key issues, problems, opportunities, and challenges facing the acquisition process in a manner fully consistent with applicable statutes and regulations, and in furtherance of national policies as they relate to acquisition. Requires knowledge of FAR, NASA FAR Supplement, and related MSFC policies and procedures. Requirements typically involve information technology related systems or professional services. Desired education is a BS/BA degree in business or related equivalent education, training, or experience combination and 2-4 years experience in procurement, policy analysis, contracting, or related areas. Assists senior level procurement personnel.

Procurement Analyst II

Serves as an advisor concerning key issues, problems, opportunities, and challenges facing the acquisition process in a manner fully consistent with applicable statutes and regulations, and in furtherance of national policies as they relate to acquisition. Requires knowledge of FAR, NASA FAR Supplement, and related MSFC policies and procedures. Requirements typically involve information technology related systems or professional services. Desired education is a Bachelor's degree in business or related equivalent education, training, or experience combination and 4-6 years experience in procurement, policy analysis, contracting, or related areas. Assists senior level procurement personnel.

Procurement Analyst III

Serves as an advisor concerning key issues, problems, opportunities, and challenges facing the acquisition process in a manner fully consistent with applicable statutes and regulations, and in furtherance of national policies as they relate to acquisition. Requires knowledge of FAR, NASA FAR Supplement, and related MSFC policies and procedures. Requirements typically involve information technology related systems or professional services. Desired education is a Bachelor's degree in business or related equivalent

education, training, or experience combination and 6-8 years experience in procurement, policy analysis, contracting, or related areas.

Procurement Analyst IV

Serves as a senior advisor concerning key issues, problems, opportunities, and challenges facing the acquisition process in a manner fully consistent with applicable statutes and regulations, and in furtherance of national policies as they relate to acquisition. Requires in-depth knowledge of FAR, NASA FAR Supplement, and related MSFC policies and procedures. Requirements typically involve information technology related systems or professional services. Desired education is a Bachelor's degree in business or related equivalent education, training, or experience combination and 8 or more years experience in procurement, policy analysis, contracting, or related areas.

Cost/Price Analyst IV

Serves as subject matter expert on cost and price issues. Provides expert analysis and assistance in areas such as: cost monitoring, cost report analysis, requirements analysis, and cost estimates. Analyzes and evaluates cost and pricing data information contained in proposals to determine reasonableness of all elements of cost. Assignments may involve analysis of a variety of proposals including those that have little pricing precedent. Assists the Contracting Officer in areas involving routine and non-routine cost and accounting issues. Analyzes and ascertains reasonableness of proposed indirect rates and factors (e.g., G&A rates, fringe rates, overhead rates) and direct rates and factors (e.g., labor and labor rate escalation factors), based on audit reports or other available sources (e.g., Dept. of Labor, labor union agreements, payroll records, salary or wage tables). Has the ability to independently develop recommendations on proposed rates and factors. Desired education is a Bachelor's degree in business or related equivalent education, training, or experience combination and 8 or more years experience in cost/price analysis or related areas.

Technical Writer I

The contractor shall observe operational and developmental activities to document operating procedures and details; interviews operational personnel and reads journals, reports, and other material to become familiar with changing technologies and operational methods. The contractors shall organize material and complete written assignments according to set standards regarding order, clarity, conciseness, style, and terminology. The contractor shall review published materials and recommend revisions or changes in scope, format, content, and methods of reproduction and binding; maintain records and files of work and revisions; select photographs, drawings, sketches, diagrams, and charts to illustrate material; The contractors shall assist in laying out material for publication; arrange for typing, duplication and distribution of material and specialize in writing material regarding work methods and procedures.

Technical Writer II

Develops, writes, and edits material for reports, manuals, briefs, proposals, instruction books, catalogs, and related technical and administrative publications concerned with work methods and procedures. Receives assignment from supervisor. Observes operational and developmental activities to document operating procedures and details. Interviews operational personnel and reads journals, reports, and other material to become familiar with changing technologies and operational methods. Organizes material and completes writing assignment according to set standards regarding order, clarity, conciseness, style, and terminology. Reviews published materials and recommends revisions or changes in scope, format, content, and methods of reproduction and binding. May maintain records and files of work and revisions. May select photographs, drawings, sketches, diagrams, and charts to illustrate material. May assist in laying out material for publication. May arrange for typing, duplication and distribution of material. May write speeches, articles, and public or employee relations releases. May edit, standardize, or make changes to material prepared by other writers or plant personnel. May specialize in writing material regarding work methods and procedures.

Technical Writer III

The contractor shall observe operational and developmental activities to document operating procedures and details; interviews operational personnel and reads journals, reports, and other material to become familiar with changing technologies and operational methods. The contractors shall organize material and complete written assignments according to set standards regarding order, clarity, conciseness, style, and terminology. The contractor shall review published materials and recommend revisions or changes in scope, format, content, and methods of reproduction and binding; maintain records and files of work and revisions; select photographs, drawings, sketches, diagrams, and charts to illustrate material; the contractors shall layout material for publication; arrange for typing, duplication and distribution of material and specialize in writing material regarding work methods and procedures.

**ATTACHMENT J-16**

**ORGANIZATIONAL CONFLICT OF INTEREST (OCI) PLAN**

Pages 179 through 187 redacted for the following reasons:

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(b)(4)

PART IV – REPRESENTATIONS AND INSTRUCTIONS  
SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF OFFERORS OR RESPONDENTS

K.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

I. Federal Acquisition Regulation (48 CFR Chapter 1)  
Clause

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	Certification and Disclosure Regarding Payments to SEP 2007 Influence Certain Federal Transactions	

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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(End of provision)

**K.2 52.204-8 ANNUAL REPRESENTATION AND CERTIFICATIONS (FEB  
2009)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **561210**.

(2) The small business size standard is **\$35.5M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

**K.3 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)  
ALTERNATE I (APR 2002)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561210**.

(2) The small business size standard is **\$35.5M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it  is, o is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is, o is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it o is,  is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, **X** is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it is, **O** is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, **X** is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, **X** is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.

[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(7) *[Compete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Island, Federated States of Micronesia, The Commonwealth of the Northern Mariana islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(End of provision)

**K.4 52.223-14 Toxic Chemical Release Reporting (AUG 2003)**

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106).

The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if-

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094.

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt-

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall-

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall-

**(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and**

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of provision)

[END OF SECTION]