

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Audrey McMillan audrey.r.mcmillan@nasa.gov Marshall Space Flight Center AL 35812	CODE MSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	CODE MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AL RAZAQ COMPUTING SERVICES 6001 SAVOY DR STE 505 HOUSTON TX 77036-3365		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 035U7 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM11AA30C	10B. DATED (SEE ITEM 13) 04/01/2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes - Fixed Price (AUG 2010) Alternate I (APR 1984)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

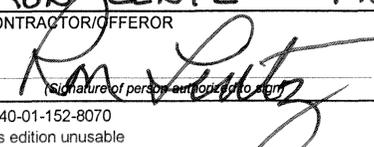
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purposes of this modification are to incorporate the following actions:

- a) Update Clause F.2 Period of Performance;
- b) Update Clause MSFC 52.223-94; Safety Performance Evaluation Criteria and Performance Recognition (June 2011);
- c) Update Clause 1852.204-76; Security Requirements for Unclassified Information Technology Resources (Jan 2011);
- d) Incorporate Clause 52.232-18; Availability of Funds (Apr 1984);

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Roy Lentz PROGRAM MGR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Audrey R. McMillan
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 9/7/2011
16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 9-7-2011

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM11AA30C/000001

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NAME OF OFFEROR OR CONTRACTOR
AL RAZAQ COMPUTING SERVICES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>e) Incorporate Clause 52.232-19; Availability of Funds for the Next Fiscal Year (Apr 1984);</p> <p>f) Revise Section J, List of Attachments to incorporate Attachment J-16;</p> <p>g) Revise Section J-2 DPD 1321; DRD No. 1321MA-005, Monthly Status Reports; and</p> <p>h) Incorporate Attachment J-16; Organizational Conflict of Interest (OCI) Plan.</p> <p>2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indication change.</p> <p>Section F.2 Period of Performance; Page F-1</p> <p>Section H.13, Clause MSFC 52.223-94; Safety Performance Evaluation Criteria and Performance Recognition (June 2011); Page H-8</p> <p>Section I.7, Clause 1852.204-76; Security Requirements for Unclassified Information Technology Resources (Jan 2011); Page I-7</p> <p>Section I.18, Clause 52.232-18; Availability of Funds (Apr 1984); Page I-17</p> <p>Section I.19, Clause 52.232-19; Availability of Funds for the Next Fiscal Year (Apr 1984); Page I-17</p> <p>Section J, List of Attachments to incorporate Attachment J-16; Page J-1</p> <p>Section J-2 DPD 1321; DRD No. 1321MA-005, Monthly Status Reports; J-2-1</p> <p>Attachment J-16; Organizational Conflict of Interest (OCI) Plan; Page J-16-1</p>				

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
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)

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 (JUNE 2011)

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

(ELEMENT 1)	(ELEMENT 3)
Management and Employee Involvement	Hazard Prevention and Control
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

(ELEMENT 2)	(ELEMENT 4)
Worksite Hazard Analysis	Safety and Health Training
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>Superior Safety Performance level- Annual rating score of ≥ 36 and a Lost Time Case Rate (LTC) $\leq 50\%$ 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>Below Accepted Safety Performance level - Annual rating score of ≤ 16 or a LTC that is $<10\%$ of the LTC National average for the applicable NAICS average.</p>	<p>Formal letter from S&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 (>16, but <34) and the Contractor achieves a LTC between $\pm 10\%$ 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	≥ 36 points (Annual Score)	≤ 16 points (Annual Score)
LTC	<u>and</u> ≤50% of the LTC National average for the applicable NAICS Exception: 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.	<u>or</u> > than 10% of the LTC National average for the applicable NAICS Exception: 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.
Grade Levels	Superior Safety Performance	Below Accepted Safety Performance
Recognition	Plaque Presentation by the Center Director at the Marshall Team Meeting. Appropriate contractor past performance referrals may be provided.	Formal letter from S&MA Director and the Director of the Office of Procurement expressing concern. Corrective Action Plan requested. Failure to improve could result in Contract Options not being exercised.

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

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

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)

- 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. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.
- (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.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
J-9	Wage Determinations Alabama Louisiana	J-9 J-9-1 – J-9-9 J-9-10 – J-9-18
J-10	Applicable Regulations, Procedures, and Documents	J-10-1 – J-10-4
J-11	Safety, Health and Environmental Plan	J-11
J-12	Acronym List	J-12-1 – J-12-4
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
J-16	Organizational Conflict of Interest (OCI) Plan	J-16-1 – J-16-6

NNM11AA30C

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	
<i>DOCUMENT CHANGE LOG</i>					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. 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

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

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

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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 & 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, & 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.

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

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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

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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 10th 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

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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 10th 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.

Pages 46 through 59 redacted for the following reasons:

(b)(4), Organizational Conflict of Interest Plan