

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▶		RATING DO-C9	PAGE OF PAGES 1   213		
2. CONTRACT (Proc. Inst. Ident.) NO. NNM12AA53C		3. EFFECTIVE DATE OCT 01 2012		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 4200443172			
5. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Attention: PS33/Bobby J. Holden Marshall Space Flight Center, AL 35812		CODE	6. ADMINISTERED BY (if other than Item 5) NASA/Marshall Space Flight Center Office of Procurement Attention: PS33/Bobby J. Holden Marshall Space Flight Center, AL 35812		CODE		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Analytical Services, Inc. 350 Voyager Way Huntsville, AL 35806				8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)			
9. DISCOUNT FOR PROMPT PAYMENT				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM 12			
CODE 0Z229		FACILITY CODE					
11. SHIP TO/MARK FOR NASA/Marshall Space Flight Center MSFC, AL 35812		CODE	12. PAYMENT WILL BE MADE BY NASA/Shared Services Center Bldg 1111, C Road Stennis Space Center, MS 39529		CODE		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			14. ACCOUNTING AND APPROPRIATION DATA				
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
1	Marshall Space Flight Center (MSFC) Strategic Analysis and Communications Support Services (COMSS)						
<b>15G. TOTAL AMOUNT OF CONTRACT ▶ \$</b>							
<b>16. TABLE OF CONTENTS</b>							
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE</b>							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or Print) Rhonda Harrison Director, Contracts and Pricing (b)(4)				20A. NAME OF CONTRACTING OFFICER Harry B. Craig			
19C. DATE SIGNED 07/16/2012		20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		20C. DATE SIGNED 8-16-2012			

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## PART I – THE SCHEDULE

### SECTION B - SUPPLIES OR SERVICES AND PRICES

#### **B.1 FIRM FIXED PRICE (FFP) MISSION SERVICES WITH INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)**

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

This is a performance-based; Firm-Fixed-Price (FFP) Mission Services with Indefinite Delivery Indefinite Quantity (IDIQ) type Contract against a General Services Administration (GSA) Federal Supply Schedule (FSS). Work is authorized for Mission Services commencing with the effective date of this base Contract for services against GSA FSS. Herein after the terms Order and Contract refer to this Order against the GSA schedule contract.

The purpose of this Contract is to provide comprehensive strategic analysis and communications services for the George C. Marshall Space Flight Center (MSFC) and their customers.

(a) **FFP Mission Services**

Work that can be identified in advance and in sufficient detail and quantities, is henceforth identified as Mission Services. Mission Services prices include all overhead, G&A, profit, and all direct and indirect costs of delivering the services. Work covered as Mission Services include PWS references 2.0 – 5.0. This work shall be performed within the FFP for each Mission Services CLIN set forth in Clause B.2, Matrix of Contract Line Item Numbers (CLINs) and Contract Value. Options 1 through 4 and 21 of the Mission Services are included in the Schedule of Prices for Mission Services Options.

A number of PWS elements include a banding of the services required (Attachment J-1, PWS). The bands quantify the minimum and maximum product requirement for a 12 month period, (see Clause H.23). For those contract periods less than 12 months these bands will be appropriately pro-rated. Work below the prescribed bands will result in an equitable adjustment to the contract. Work in excess of the band may result in either an equitable adjustment or issuance of an IDIQ Task Order (in accordance with Clauses H.2 and H.3) at the Government's discretion.

- (b) The Government has estimated materials and supplies cost for the base period and each option period. Profit will not be paid for these expenses; only the accepted overhead as set forth in Attachment J-4 will be applied to these costs. Materials/supplies shall be invoiced on a separate line item in all invoices in which these costs are incurred. The Contractor shall obtain approval from the Contracting Officer's Technical Representative (COTR) at least five (5) days prior to the incurrence of materials/supplies expenses. Any materials/supplies expenses greater than \$100K in total shall require both the CO and the COTR concurrence.

**Modification 013**

Any unused Materials/Supplies value in any contract period may be utilized during a subsequent contract period at the discretion of the Government. Any unused value at the end of the contract may be deducted from the contract value by contract modification.

- (c) The Government has estimated travel and training cost (excludes Government provided training) for the base period and each option period. Profit will not be paid for these expenses; only the accepted overhead as set forth in Attachment J-4 will be applied to these costs. Travel will be performed in compliance with the Federal Travel Regulations (FTR). Actual expenses exceeding the FTR's will not be paid by the Government. Travel/training shall be invoiced on a separate line item in all invoices in which these costs are incurred. The Contractor shall obtain approval from the Contracting Officer's Technical Representative (COTR) at least five (5) days prior to the incurrence of travel/training expenses for domestic travel only. CO concurrence is required for foreign travel.

Any unused Travel/Training value in any contract period may be utilized during a subsequent contract period at the discretion of the Government. Any unused value at the end of the contract may be deducted from the contract value by contract modification.

- (d) Indefinite Delivery/Indefinite Quantity (IDIQ)  
Work that cannot be sufficiently identified or quantified in advance but is within the general scope of this contract, or potential support in the areas described in attachment J-1, PWS, reference 8.0, is identified as IDIQ work. IDIQ work may be authorized by the Government as a fixed price Task Order, using negotiated labor rates, Attachment J-4, OSAC COMSS IDIQ Labor Rate Schedule. The Government may order IDIQ services at any time after contract start in accordance with the procedures set forth in Clause H.2, Task Ordering Procedure, H.3 Supplemental Task Ordering Procedures, and Attachment J-5, OSAC COMSS IDIQ Task Order Process via issuance of Task Order(s) by the Contracting Officer (CO) which will be incorporated into Attachment J-6, Task Order (TO) Summary, by contract modification.

(End of Clause)

## **B.2 MATRIX OF CONTRACT LINE ITEM NUMBERS (CLINs) AND CONTRACT VALUE**

In order to separately track price and funding allotted, separate CLINs have been established as follows. Contract options will be exercised at the Government's discretion based on programmatic needs and in accordance with FAR 52.217-8, Option to Extend Services and FAR 52.217-9, Option to Extend the Term of the Contract.

### **Modification 013**

## Modification 043

Table B.2-1 – Matrix of CLINs and Contract Value

CLIN	PERIOD COVERED	DESCRIPTION	PWS SECTION	PRICE	OPTION STATUS
	<b>MISSION SERVICES</b>			<b>FFP</b>	
<b>1</b>	10/01/2012 – 09/30/2013	Mission Services Base Period	2.0, 3.0, 4.0, 5.0	(b)(4)	
<b>2</b>	10/01/2013 – 09/30/2015	Mission Services Option Period 1	2.0, 3.0, 4.0, 5.0		Exercised
<b>3</b>	10/01/2014 – 09/30/2015	Mission Services Option Period 2	2.0, 3.0, 4.0, 5.0		Exercised
<b>4</b>	10/01/2015 – 09/30/2016	Mission Services Option Period 3	2.0, 3.0, 4.0, 5.0		Exercised
<b>5</b>	10/01/2016 – 09/31/2017	Mission Services Option Period 4	2.0, 3.0, 4.0, 5.0		Unexercised
	<b>MATERIALS AND SUPPLIES</b>			<b>Not to Exceed</b>	
<b>6</b>	10/01/2012 – 09/30/2013	Materials and Supplies Base Period	6.0	\$1.65M	
<b>7</b>	10/01/2013 – 09/30/2014	Materials and Supplies Option Period 1	6.0	\$1.65M	Exercised
<b>8</b>	10/01/2014 – 09/30/2015	Materials and Supplies Option Period 2	6.0	\$1.65M	Exercised
<b>9</b>	10/01/2015 – 08/31/2016	Materials and Supplies Option Period 3	6.0	\$1.65M	Exercised
<b>10</b>	10/01/2016 – 09/30/2017	Materials and Supplies Option Period 4	6.0	\$1.65M	Unexercised
	<b>TRAVEL AND TRAINING</b>			<b>Not to Exceed</b>	
<b>11</b>	10/01/2012 – 09/30/2013	Travel and Training Base Period	7.0	\$0.35M	
<b>12</b>	10/01/2013 – 09/30/2014	Travel and Training Option Period 1	7.0	\$0.35M	Exercised
<b>13</b>	10/01/2014 – 09/30/2015	Travel and Training Option Period 2	7.0	\$0.35M	Exercised
<b>14</b>	10/01/2015 – 09/30/2016	Travel and Training Option Period 3	7.0	\$0.35M	Exercised
<b>15</b>	10/01/2016 – 09/30/2017	Travel and Training Option Period 4	7.0	\$0.35M	Unexercised
	<b>IDIQ</b>			<b>Maximum Quantity Potential</b>	
<b>16</b>	10/01/2012 – 09/30/2013	IDIQ Base Period	8.0	\$3.50M	
<b>17</b>	10/01/2013 – 09/30/2014	IDIQ Option Period 1	8.0	\$3.50M	Exercised
<b>18</b>	10/01/2014 – 09/30/2015	IDIQ Option Period 2	8.0	\$3.50M	Exercised

<b>19</b>	10/01/2015 – 09/30/2016	IDIQ Option Period 3	8.0	\$3.50M	Exercised
<b>20</b>	10/01/2016- 09/30/2017	IDIQ Option Period 4	8.0	\$3.50M	Unexercised
	<b>OPTION TO EXTEND SERVICES</b>				
<b>21</b>	10/01/2017 – 03/31/2018	Mission Services Option Period 5	2.0, 3.0, 4.0, 5.0	(b)(4)	Unexercised
<b>22</b>	10/01/2017 – 03/31/2018	IDIQ Option Period 5	8.0	\$1.75M NTE	Unexercised
<b>23</b>	10/01/2017 – 03/31/2018	Materials and Supplies Option Period 5	6.0	\$0.825M NTE	Unexercised
<b>24</b>	10/01/2017 – 03/31/2018	Travel and Training Option Period 5	7.0	\$0.175M NTE	Unexercised

### B.3 ORDER RATE STRUCTURE

Task Orders will be placed periodically in accordance with Clause H.2, Task Ordering Procedure and H.3 Supplemental Task Ordering Procedures, utilizing the Contractor's fully burdened labor rates inclusive of profit in Attachment J-4, OSAC COMMS IDIQ Labor Rate Schedule for each labor category.

(End of Clause)

### B.4 PRICE DEDUCTIONS FOR FAILURE TO MEET ACCEPTABLE PERFORMANCE LEVELS (APLs)

The Contractor shall apply deductions for failure to meet APLs. These deductions for the quarter shall be reflected in the subsequent monthly invoice. Detailed instructions for applying the price deduction for failure to meet APLs and the method of calculation are defined in Attachment J-3, Performance Requirements Summary (PRS).

(End of Clause)

### B.5 RESERVED

### B.6 INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)

- a) The IDIQ portion of this contract is described in Attachment J-1, PWS 8.0. This work will be authorized via task orders (TO) issued by the Contracting Officer (CO) in accordance with Clauses H.2 and H.3.
- b) This clause establishes the minimum and maximum quantity values for each IDIQ CLIN of the contract as set forth below.

**Table B.6-1 - ESTIMATED IDIQ MINIMUM AND MAXIMUM VALUES**

<b>IDIQ CLIN</b>	<b>CONTRACT PERIOD</b>	<b>MINIMUM QUANTITY</b>	<b>MAXIMUM QUANTITY</b>
<b>16</b>	Base Period	\$0.00	\$3.50 M
<b>17</b>	Option 1	\$0.00	\$3.50 M
<b>18</b>	Option 2	\$0.00	\$3.50 M
<b>19</b>	Option 3	\$0.00	\$3.50 M
<b>20</b>	Option 4	\$0.00	\$3.50 M
<b>22</b>	Option 5 to Extend Services (6 mo)	\$0.00	\$1.75M
<b>TOTAL</b>		\$0.00	\$19.25M

- c) Government task orders for services specified above the minimum and below the maximum shall not constitute a basis for equitable adjustments to the IDIQ CLINs.
- d) The establishment of this IDIQ portion of the contract does not inhibit the Government's right to later award separate contracts for similar or related services.
- e) The actual values of the individual CLINs will be the summation of the individual task orders values issued pursuant to this Clause and Clauses H.2 and H.3.
- f) Any unused value remaining in IDIQ CLINs delineated in (b) above, may be rolled over to subsequent contract option periods if exercised, provided that the total maximum quantity of \$19.25M is not exceeded over the life of this contract.

(End of Clause)

[END OF SECTION]

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK  
STATEMENT**

- C.1 MSFC 52.211-93 Specification/Performance Work Statement (FEB 2001)
- C.2 Data Requirements List (DRL)

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

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

(End of Clause)

**C.2 DATA REQUIREMENTS LIST (DRL)**

(a) The Contractor shall furnish all data identified and described in the Data Requirements List (DRL) of Attachment J-2, Data Procurement Document (DPD). All expenses associated therewith are included in the FFP Mission Services of this contract.

(b) The Government reserves the right to delay the date of delivery of any or all Data Requirement Descriptions (DRDs) specified in the DRL and such right may be exercised at no increase in the firm fixed price of this contract.

(c) Nothing contained in this DRL Clause shall relieve the Contractor from delivering data that is not identified and described in the DRL/DPD but, required under another Clause of this contract.

(d) To the extent that data required to be delivered under a DRD is also required to be delivered under another Clause of the contract, the requirements established by both the DRD and such other contract Clause shall apply. In the event of a conflict between the data requirements of the DPD and another contract Clause, the contract Clause shall take precedence.

(End of Clause)

[END OF SECTION]

## **SECTION D**

### **PACKAGING AND MARKING**

#### D.1 Listing of Clauses Incorporated by Reference

**SECTION D – PACKAGING AND MARKING****D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

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

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

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

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

[END OF SECTION]

## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

- E.1 Listing of Clauses Incorporated by Reference
- E.2 1852.246-71 Government Contract Quality Assurance Functions (OCT 1988)

**SECTION E- INSPECTION AND ACCEPTANCE****E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE****I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.246-2	Inspection of Supplies - Fixed-Price	(AUG 1996)
52.246-4	Inspection of Services - Fixed-Price	(AUG 1996)
52.246-11	Higher-Level Contract Quality Requirement	(FEB 1999)
52.246-16	Responsibility for Supplies	(APR 1984)

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

Clause  
Number

None included by reference

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

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

Inspection and acceptance of all work shall be performed at George C. Marshall Space Flight Center, Huntsville, AL and such other places of performance or delivery of work required under this contract.

(End of Clause)

[END OF SECTION]

## **SECTION F**

### **DELIVERIES OR PERFORMANCE**

- F.1 Listing of Clauses Incorporated by Reference
- F.2 Period of Performance
- F.3 Place of Performance-Services
- F.4 Phase-In and Phase-Out

## SECTION F- DELIVERIES OR PERFORMANCE

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

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop-Work Order	(AUG 1989)
52.242-17	Government Delay of Work.	(APR 1984)
52.247-34	F.O.B. Destination	(NOV 1991)

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

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

### F.2 PERIOD OF PERFORMANCE

The base period of performance of this contract is October 1, 2012 through September 30, 2013. The phase-in period will not exceed thirty (30) calendar days and will be awarded by a separate purchase order.

In the event the Government elects to exercise its option(s) pursuant to the terms of this contract (see FAR 52.217-9, Option to Extend the Term of the Contract and FAR 52.217-8, Option to Extend Services), the period of performance for each option will be as set forth below:

<u>Option Periods</u>	<u>Period of Performance</u>
Option 1	October 1, 2013 through September 30, 2014
Option 2	October 1, 2014 through September 30, 2015
Option 3	October 1, 2015 through September 30, 2016
Option 4	October 1, 2016 through September 30, 2017
Option 5	October 1, 2017 through March 31, 2018

(End of Clause)

### F.3 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contact shall be performed at the following location(s): Marshall Space Flight Center (MSFC), Huntsville, Alabama, and the National Space Science Technology Center (NSSTC), Huntsville, Alabama and at other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

**F.4 PHASE-IN AND PHASE-OUT****(a) Contractor Phase-In**

(1) In support of the Contract Phase-In the Government intends to issue a separate Purchase Order for the activities to be performed during the Phase-In period, prior to full contract assumption. Therefore, continuity of these services must be maintained at a consistently high level without disruption. (The Quoter shall propose a Phase-In period Not-To-Exceed (NTE) thirty (30) calendar days.) All work associated with these activities shall be performed separately by priced GSA order. All costs associated with Phase-In activities are specifically excluded from this contract.

(2) Prior to performance of services ordered by the Government under this contract, the Contractor shall accomplish all tasks required to begin work. Some examples of activities that remain the sole responsibility of the Contractor include managing an orderly transition, ensuring adequate equipment is readily available, hiring personnel, obtaining personnel badges and clearances, training personnel, scheduling the performance of work, ensuring approval of the safety plan, and compliance with contract data requirements. Likewise, compliance with any and all other requirements identified within the body of this Contract as being a prerequisite of priced work shall be accomplished by the contractor. No Government Furnished Facilities are available during the Phase-In period.

**(b) During Phase-In the Contractor shall:**

(1) Participate in meetings with the predecessor Contractor to identify and discuss problems or areas requiring attention during the Phase-In period.

(2) Perform all activities described in the Contractor's Phase-In plan submitted with its quote, and all activities necessary to ensure effective transfer of all effort from the predecessor Contractor and readiness to assume full contract performance. The following plans are to be submitted during Phase-In period:

Management Plan (DRD 1411MA-001)

Organizational Conflict of Interest Avoidance Plan (DRD 1411MA-005)

Draft Government Property Management Plan (DRD 1411LS-001)

Qualified staff available, badged (in accordance with the Personal Identity Verification (PIV) Procedures provided in Attachment J-7), and ready to assume performance.

The Contractor shall invoice the Government for Phase-In activities in accordance with the terms of the separate phase-in GSA Order only at the completion of all phase-in activities and at the end of the period of performance of the Phase-In Order. The Government's obligations under this contract will not commence until after the successful completion of the separate Phase-In purchase order.

## (c) Contractor Phase-Out

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

(2) Upon written notice by the Contracting Officer prior to the contract completion date the Contractor shall conduct Phase-Out activities not to exceed thirty (30) calendar days in accordance with FAR 52.237-3, Continuity of Services.

(End of Clause)

[END OF SECTION]

## **SECTION G**

### **CONTRACT ADMINISTRATION DATA**

- G.1 Listing of Clauses Incorporated by Reference
- G.2 1852.242-70 Technical Direction (SEP 1993)
- G.3 1852.245-71 Installation-Accountable Government Property (JAN 2011)
- G.4 1852.245-75 Property Management Changes (JAN 2011)
- G.5 1852.245-82 Occupancy Management Requirements (JAN 2011)
- G.6 Submission of Invoices for Payment
- G.7 MSFC 52.204-90 Contractor Employee Badging and Employment Termination Clearance (AUG 2010)

## SECTION G - CONTRACT ADMINISTRATION DATA

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

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

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

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
1852.242-71	Travel Outside of the United States.	(DEC 1988)
1852.245-70	Contractor requests for Government-provided equipment	(JAN 2011)

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

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

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

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

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

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

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

(1) Rescinded in its entirety; or

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

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

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

(End of Clause)

### **G.3 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JAN 2011)**

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

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;

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

NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements.

Property which is acquired for the Government shall be transferred to the Government using the following procedure: The transfer of accountability shall be initiated by the Contractor submitting a MSFC Form 4554, *Transfer and Shipping Document* (or equivalent DD Form 1149), accompanied by a copy of the Contractor's applicable purchasing and receipt document for the property. The Contractor shall reference both the Contractor's Subcontract/Purchase order number and the Government contract number on the Form 4554. For purchases of supplies and materials (exception only material items purchased to repair equipment), this document shall be submitted within thirty (30) calendar days after the end of each calendar-year quarter (that is, not later than January 30, April 30, July 30, and October 30). For equipment purchases, the Form 4554 shall be submitted within ten (10) working days after acceptance of each item of equipment by the Contractor.

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

Exhibit Property: The contractor is responsible for managing external loan agreements, tracking and performing inventories for MSFC exhibit property.

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract. The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

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

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

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

(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

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

(c) Property and services listed in Attachments J-11 and J-12 are provided:

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

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

(End of Clause)

#### **G. 4 1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011)**

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator prior to making the change whenever the change -

(1) Employs a standard that allows increase in thresholds or changes the timing for

reporting loss, damage, or destruction of property;

(2) Alters physical inventory timing or procedures;

(3) Alters recordkeeping practices;

(4) Alters practices for recording the transport or delivery of Government property; or

(5) Alters practices for disposition of Government property.

(End of Clause)

#### **G.5 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (JAN 2011)**

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

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management.

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

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

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

(End of Clause)

#### **G.6 SUBMISSION OF INVOICES FOR PAYMENT**

(a) The designated billing office for submission of all invoices for purposes of the FAR 52.232-25, Prompt Payment, of this contract is indicated below. Invoices for payment shall reference the contract.

- (b) Original invoices should be submitted to:  
NASA Shared Services Center (NSSC)  
Financial Management Division (FMD) –  
Accounts Payable Building 1111, C Road  
Stennis Space Center, MS 39529
- Email: NSSC-Accounts Payable@nasa.gov  
Fax: (866) 209-5415

In the event that amounts are withheld from payment in accordance with Provisions of this contract, a separate invoice for the amount withheld will be required before payment for that amount may be made.

(c) Invoice Calculation

- (1) The Contractor's monthly invoice shall include the FFP Mission Services. For invoice purposes the monthly invoice amount shall be straight-line over the total base period of performance or for any options if exercised.
- (2) In accordance with Clause B.4, Price Deductions for Failure to Meet Acceptable Performance Levels (APLs), the Contractor's monthly invoice shall apply any deduction(s) for failure to meet acceptable performance levels as defined in Attachment J-3, PRS and in accordance with Attachment J-1, PWS.
- (3) IDIQ Task Orders under PWS 8.0 shall be invoiced separately.
- (4) Materials/supplies shall be invoiced on a separate line item in all invoices in which these costs are incurred.
- (5) Payments for travel, performed in compliance with the FTR, and training only will be made after completion of the activity. Travel/training shall be invoiced on a separate line item in all invoices in which these costs are incurred.

(End of Clause)

**G.7 MSFC 52.204-90 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (AUG 2010)**

- (a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be submitted electronically through NASA's Agency-wide Personal Identification Verification (PIV) system. Requests for badging will be routed electronically to the appointed Contracting Officer Technical Representative (COTR) or the Alternate COTR for approval prior to processing by the MSFC Protective Services Office.

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

(c) Contractor employees requiring a badge and/or access to NASA IT systems for less than 179-days within a 365-day period must undergo a fingerprint check through National Crime Information Center/Interstate Identification Index (NCIC/III). MSFC Form 4516, Application Request for Temporary Worker or Associate Badge must be submitted to the MSFC Protective Services Office.

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

(e) Instruction on how to access the PIV system and request for copies of MSFC Forms 4516 and 383-1/3 shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of Clause)

[END OF SECTION]

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

- H.1 Listing of Clauses Incorporated by Reference
- H.2 1852.216-80 Task Ordering Procedure Alternate I (OCT 1996)
- H.3 Supplemental Task Ordering Procedures
- H.4 1852.223-70 Safety and Health (APR 2002)
- H.5 1852.225-70 Export Licenses (FEB 2000)
- H.6 1852.232-77 Limitation of Funds (Fixed-Price Contract) (MAR 1989)
- H.7 1852.235-71 Key Personnel and Facilities (MAR 1989)
- H.8 1852.242-72 Observance of Legal Holidays (AUG 1992) Alternate II (OCT 2000)
- H.9 Contractors Self-Evaluation of Performance
- H.10 Performance Evaluation Meetings
- H.11 Labor Provisions
- H.12 MSFC 52.223-95 Prevention of and Response to Threatening Behavior in the Workplace (AUG 2010)
- H.13 MSFC 52.223-92 Environmental - General Clause (AUG 2010)
- H.14 Data Procurement Document (DPD) and Data Requirements Description (DRD) Usage
- H.15 MSFC 52.223-90 Asbestos Material (JUN 2002)
- H.16 MSFC 52.223-91 Hazardous Material Reporting (AUG 2005)
- H.17 MSFC 52.223-94 Safety Performance Evaluation, Evaluation Criteria, and Performance Recognition (JUN 2011)
- H.18 Security/Badging Requirements for Foreign National Visitors and Employees of Foreign Contractors
- H.19 Documentation of Training and MSFC Onsite Required Training Courses
- H.20 Responsibilities and Associated Ground Rules
- H.21 Associate Contractor Agreements
- H.22 Unplanned/Emergencies Activities
- H.23 Special Provisions for Contract Changes

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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1852.208-81	Restrictions on Printing and Duplicating	(NOV 2004)
1852.223.75	Major Breach of Safety or Security	(FEB 2002)

(End of Clause)

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

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

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

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

(c) Within 3 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

- (1) Date of the order.
- (2) Contract number and order number.
- (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
- (4) Performance standards, and where appropriate, quality assurance standards.
- (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
- (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
- (7) Delivery/performance schedule including start and end dates.
- (8) If contract funding is by individual task order, accounting and appropriation data.

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

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

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

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

(i) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:

- (1) Contract number, task order number, and date of the order.
- (2) Task ceiling price.
- (3) Price and hours incurred to date for each issued task.
- (4) Price and hours estimated to complete each issued task.

- (5) Significant issues/problems associated with a task.
- (6) Price summary of the status of all tasks issued under the contract.

(End of Clause)

### **H.3 SUPPLEMENTAL TASK ORDERING PROCEDURES**

- (a) This clause supplements the Task Ordering Procedure defined in Clause H.2, Task Ordering Procedure.
- (b) Work to be performed under this portion of the requirement will be within the parameters of the Attachment J-1, PWS 8.0, and more clearly defined in the Task Orders (TOs) issued by the Contracting Officer and listed in Attachment J-6, Task Order (TO) Summary. An overview and flowchart of this process is provided in Attachment J-5, OSAC COMMSS IDIQ Task Order Process.
- (c) When the Government issues a Task Order Request (TOR) in accordance with paragraph (b) of Clause H.2, to include Acceptable Performance Levels (APLs) with associated price deductions. The Contractor shall prepare as part of the Task Order Plan (TOP), the Contractor's labor price, and other direct costs required in performing the Task Order requirements. In preparing the price quote, it is mutually agreed and understood that the Contractor and its Subcontractor(s) shall use the labor categories and the firm fixed price labor rates set forth in Attachment J-4, OSAC COMMSS IDIQ Labor Rate Schedule for each labor category. The Quote shall include sufficient price information and rate details to enable verification of compliance with this requirement. Quotes shall be submitted within three (3) normal duty days.
- (d) The TOR shall specify a period of performance not to exceed the current contract period of performance. Upon exercise of the contract option periods, the FFP TOs may be renewed, if applicable.
- (e) The Contracting Officer and Contracting Officer Technical's Representative (COTR) will review and approve each TO and any revision thereto. The Government will provide a list of any other personnel to be included in the routing of TOs for review and concurrence. The Government retains the right to disapprove any Task Order Plans (TOPs).
- (f) Upon receipt of a TOR from the Contracting Officer, the Contractor shall submit a quote to the CO and COTR. Work may be ordered and a quote shall be prepared as FFP. The TOR will specify a period of performance not to exceed the current Task Order period of performance.
- (g) Unplanned/Emergency Activities work shall be limited to those instances where the CO determines the support cannot be adequately defined at any time during the work process in order to develop a FFP quote. Unplanned/Emergency Activities (see Clause H.22, *Unplanned/Emergency Activities*) shall be based upon a general work scope, not-to-exceed price and schedule agreed to between the CO and the Contractor.

(h) The Contractor's FFP quote shall consist of a detailed price prepared in accordance with the instructions included in this paragraph. The contractor shall provide a quote schedule, a description of work to be performed, and other information as requested. The Quote will specify a period of performance not to exceed the current contract/associated task order period of performance. Preparation of quotes by the Contractor shall not constitute an obligation by the Government to order IDIQ work, nor is the request for quote to be construed as the Contractor's authority to commence work. Prior to quote submission, the Contractor will, as appropriate, respond to the needs of the Government by visiting the proposed work site in the company of the COTR or authorized representative, or establishing verbal contact with the COTR or designated representative to further define the scope of the requirement. Upon establishment of the scope of the individual requirement, the Contractor shall prepare a quote for accomplishment of the work request.

(i) The Contracting Officer and Contracting Officer's Technical Representative (COTR) will review and approve each TO and any revision thereto. The Government will provide a list of any other personnel to be included in the routing of TOs for review and concurrence. The Government retains the right to disapprove any Quote.

- Quotes shall be submitted within three (3) normal duty days

If the Contractor cannot meet the quote schedule, the Contractor shall notify the CO and COTR within one (1) normal duty day of receipt of a Government requirement and explain the reason(s) for submission delay. In this notification, the Contractor shall also quote an alternate schedule, subject to approval by the CO.

(End of Clause)

#### **H.4 1852.223-70 SAFETY AND HEALTH (APR 2002)**

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

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

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

clause of the contract.

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

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

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

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

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

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

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

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are

not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

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

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

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

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

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

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

(End of Clause)

#### **H.5 1852.225-70 EXPORT LICENSES (FEB 2000)**

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

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

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

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

(End of Clause)

**H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT)  
(MAR 1989)**

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

**SCHEDULE FOR ALLOTMENT OF FUNDS**

Date	Amounts
[ TBD ]	[ TBD ]

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

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

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

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

performance to the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it.

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

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

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

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

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

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

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

(End of Clause)

## **H.7 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)**

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

proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

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

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

**To Be Quoted (TBQ).**

(End of Clause)

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

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

New Year's Day

Labor Day

Martin Luther King, Jr.'s Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

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

(c) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(d) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of

critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(ALT II)

(e) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (c) of this clause, it shall be without loss to the Contractor.

(End of Clause)

## **H.9 CONTRACTORS SELF-EVALUATION OF PERFORMANCE**

Contractor's Self-Evaluation of Performance shall be submitted 10 calendar days following the end of each calendar year quarter, complete with backup and analyses for all Mission Services and IDIQ work completed in performance of this contract. This includes computing deductions taken from Attachment J-3 PRS. The Contractor's Self-Evaluation will be considered by the Government in its evaluation. For each event where the Contractor is found to be inaccurate in the quarterly self-evaluation, a unilateral deduction of \$1,000 will be deducted from the Contractor's invoice in addition to deductions identified at Performance Evaluation Meetings.

(End of Clause)

## **H.10 PERFORMANCE EVALUATION MEETINGS**

The Contractor shall meet with the Government quarterly to discuss and assess the Contractor's performance. The Contractor's Self Evaluation of Performance will be assessed by the Contracting Officer, the COTR, and the Government Technical Monitors. A mutual effort will be made to resolve all issues identified. The performance results will be determined and any deductions for the quarter shall be reflected in the subsequent monthly invoice. The Contractor also shall meet with the Government monthly to discuss performance status and issues associated with APLs.

Adjustments will be made quarterly to the Mission Services firm fixed price value based on APL deductions.

(End of Clause)

## **H.11 LABOR PROVISIONS**

Service Contract Act

Pursuant to the requirements of the Service Contract Act of 1965, as amended, and the applicable Clauses incorporated in Section I, the minimum wages to be paid service employees under this contract shall be those set forth in the Department of Labor Wage Determinations (see Attachment J-8, Wage Determinations).

NOTICE TO PROSPECTIVE QUOTERS - This solicitation and resulting contract are subject to the statutory Provisions of the Service Contract Act of 1965, as amended, (FAR 52.222-41, Service Contract Act of 1965), and the implementing regulations of the Act outlined in Title 29 Code of Federal Regulations, Part 4.

As a prospective Quoter you are liable for the proper interpretation, application, implementation, and administration of the mandatory provisions of this Act. Therefore, it is imperative that you take appropriate action when preparing your proposal to assure compliance and ensure that your corporate policies are congruous with the spirit and intent of the law.

(End of Clause)

#### **H.12 MSFC 52.223-95 PREVENTION OF AND RESPONSE TO THREATENING BEHAVIOR IN THE WORKPLACE (AUG 2010)**

The Contractor shall comply with all applicable Contractor responsibilities set forth in Marshall Procedural Requirements (MPR) 1600.2, Prevention of and Response to Threatening Behavior in the Workplace.

(End of Clause)

#### **H.13 MSFC 52.223-92 ENVIRONMENTAL - GENERAL CLAUSE (AUG 2010)**

Contractors performing onsite shall comply with all applicable Environmental policies and procedures including, but not limited to MPD 8500.1 and MPR 8500.1, MSFC Environmental Management Program. MSFC Contractors requiring onsite activities that could potentially impact the environment shall be responsible for following all established NASA/Marshall environmental procedures. These procedures and other applicable policies and procedures are available by contacting the NASA/Marshall Environmental Engineering & Occupational Health Office. Failure to comply with environmental policies and procedures, may result in damage to the environment, and could potentially result in regulatory penalties against NASA and/or the Contractor, and Contractor loss of access to NASA/Marshall facilities.

(End of Clause)

#### **H.14 DATA PROCUREMENT DOCUMENT (DPD) AND DATA REQUIREMENTS DESCRIPTION (DRD) USAGE**

The general requirements for the DPD prescribe those requirements applicable to the preparation, maintenance, and delivery of data that are better defined in aggregate than in the individual DRDs. Throughout the performance of the Contract, the Data Requirements List (DRL) provides a listing by data category of the data requirements of the DPD. Each data requirement listed in the DRL is given complete definition by a DRD. The DRD prescribes content, format, maintenance instructions, and submittal requirements. Information provided in this DPD as well as the individual DRDs may be used at the Governments discretion in the next solicitation as historical data.

(End of Clause)

#### **H.15 MSFC 52.223-90 ASBESTOS MATERIAL (JUNE 2002)**

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

(End of Clause)

#### **H.16 MSFC 52.223-91 HAZARDOUS MATERIAL REPORTING (AUG 2005)**

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

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

(End of Clause)

#### **H.17 MSFC 52.223-94 SAFETY PERFORMANCE EVALUATION, EVALUATION CRITERIA, AND PERFORMANCE RECOGNITION (JUN 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's 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.

### MSFC SAFETY AND HEALTH CORE PROGRAM REQUIREMENTS

<b>(ELEMENT 1)</b>	<b>(ELEMENT 3)</b>
<b>Management and Employee Involvement</b>	<b>Hazard Prevention and Control</b>
Management Commitment	Hazard Elimination and Control Process (Engineering/Administrative/Safety Devices/Work Practices/Personal Protective Equipment)
Documented Safety Policy and Goals	Preventative Maintenance for Facility and Equipment
Employee Involvement/Engagement	Emergency Preparedness and Drills
Safety Committees	Emergency Medical Care Program
Safety Meetings	Hazard Control Programs
Subcontractor Safety	Occupational Health Program
Resources	Tracking Hazard Correction
Accountability	Access to Professional Safety Staff
Annual Safety and Health Program Evaluation	Disciplinary Program
<b>(ELEMENT 2)</b>	<b>(ELEMENT 4)</b>
<b>Worksite Hazard Analysis</b>	<b>Safety and Health Training</b>
Baseline Surveys and Analyses for the Worksite	Employee Knowledge of Hazards in the Workplace, Recognize Hazards, Signs and Symptoms of Workplace-Related Illnesses, and Safe Work Procedures
Perform Analysis Of New Work and When Significant Changes Occur	Supervisor and Managers Understand Their Safety and Health Responsibilities
Job Hazard Analysis/ Process Review for Routine Jobs	Training Documentation
Routine Self-Inspections	Training Curriculum Specific to the Worksite Operations
Hazard Reporting by Employees	
Investigation Of Mishap/Close Calls	
Injury/Illness Rates	

### 3. PERFORMANCE RECOGNITION.

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

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

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

<p><b>Below Accepted Safety Performance level -</b> Annual rating score of <math>\leq 16</math> or a LTC that is <math>&lt;10\%</math> of the LTC National average for the applicable NAICS average.</p>	<p>Formal letter from S&amp;MA Director and the Director of the Office of Procurement expressing concern. <i>Corrective Action Plan requested.</i></p> <p><i>Data may be placed in contractor past performance database.</i></p>
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**Failure to improve could result in contract options not being exercised.**

**Exception:** Contractors with less than 100 employees located onsite at MSFC. A *Below Accepted Safety Performance level* will be given to a contractor having more than one lost time injuries during the past year.

<p>If Contractor’s Safety and Health Performance evaluation rating falls within the range (<math>&gt;16</math>, but <math>&lt;34</math>) and the Contractor achieves a LTC between <math>\pm 10\%</math> of the LTC National average for the applicable NAICS, the Contractor’s performance is recognized as acceptable.</p>	<p><i>No recognition</i></p>
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**NOTE:** The most current Department of Labor NAICS average, effective at the beginning of the annual evaluation period, will be utilized for LTC evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, Mishap and Close Call Reporting and Investigation Program. Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

#### **4. CONTRACTOR ACCOUNTABILITY FOR MISHAPS.**

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

#### **5. EVALUATION PROCESS.**

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

The evaluation process will include these steps:

- Contractor to conduct an annual self-assessment of their safety and health program and assign a numerical score to each element (4) using the Safety and Health Management Implementation Guide and Assessment Matrix at Attachment 1.
- Contractor self assessments will address compliance with their approved Safety, Health and Environmental (SHE) Plan and MPR 8715.1, Marshall Safety, Health, and Environmental (SHE) Program.
- Contractor to have their self-assessment validated by CO/COTR and Industrial Safety Branch.
- On an annual basis, the CO will apply incentives/recognition or consequences based on the validated yearly score. The CO will make a determination annually for items requested in paragraph 6 that are not reported. *(Also, see paragraph 7 below.)*
- Contractor will provide their self-assessment as shown in Attachment 2 or an equivalent format.

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

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

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

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

#### **7. FAILURE TO REPORT**

If the Contractor fails to timely and accurately report to the CO, COTR and the MSFC Industrial Safety Branch, pursuant to the requirements of the relevant contract, all the information on all personnel and property mishaps that meet the criteria of NPR 8621.1, NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping, MWI

8621.1, Mishap and Close Call Reporting and Investigation Program, and the items in paragraph 6 of this clause, the CO may reduce the profit/fee/price/cost otherwise payable under the relevant contract in an amount of up to \$1,000 for each occurrence of failure to report. Any reduction amount shall be determined by and left to the sole discretion of the CO. This reduction does not apply to award fee type contracts where the award fee payable is based on the award fee criteria and is determined by the Fee Determination Official.

<p><b><u>Safety Performance</u></b> <b><u>Evaluation Summary</u></b></p> <p><b>Evaluation Criteria and Performance Recognition</b></p>
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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  <b>Exception:</b> Contractors with less than 100 employees located on-site at MSFC 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  <b>Exception:</b> Contractors with less than 100 employees located on-site at MSFC. 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.
<b>Grade Levels</b>	<b>Superior Safety Performance</b>	<b>Below Accepted Safety Performance</b>
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. <b>Failure to improve could result in Contract Options not being exercised.</b>

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

**[END OF ATTACHMENT 1]**

**ATTACHMENT 2**

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

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

<b>(ELEMENT 1)</b>	<b>(ELEMENT 3)</b>
<b>Management and Employee Involvement</b>	<b>Hazard Prevention and Control</b>
Management Commitment	Hazard Elimination and Control Process (Engineering/Administrative/Safety Devices/Work Practices/Personal Protective Equipment)
Documented Safety Policy and Goals	Preventative Maintenance for Facility and Equipment
Employee Involvement/Engagement	Emergency Preparedness and Drills
Safety Committees	Emergency Medical Care Program
Safety Meetings	Hazard Control Programs
Subcontractor Safety	Occupational Health Program
Resources	Tracking Hazard Correction
Accountability	Access to Professional Safety Staff
Annual Safety and Health Program Evaluation	Disciplinary Program
<b>(ELEMENT 2)</b>	<b>(ELEMENT 4)</b>
<b>Worksite Hazard Analysis</b>	<b>Safety and Health Training</b>
Baseline Surveys and Analyses For The Worksite	Employee Knowledge Of Hazards In The Workplace, Recognize Hazards, Signs and Symptoms Of Workplace-Related Illnesses, and Safe Work Procedures

Perform Analysis Of New Work and When Significant Changes Occur	Supervisor and Managers Understand Their Safety and Health Responsibilities
Job Hazard Analysis/ Process Review For Routine Jobs	Training Documentation
Routine Self-Inspections	Training Curriculum Specific To The Worksite Operations
Hazard Reporting By Employees	
Investigation Of Mishap/Close Calls	
Injury/Illness Rates	

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

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

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

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

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

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

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

**Element 1:**

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

Comments:

**Element 2:**

Worksite Analysis: \_\_\_\_

Comments:

**Element 3:**

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

Comments:

**Element 4:**

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

Comments:

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

Comments/ Validation By:

Comments:

Contracting Officer:

Comments:

COTR:

Comments:

Representative/S&MA Office:

Comments:

**[End of Attachment 2]**

(End of Clause)

## **H.18 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES OF FOREIGN CONTRACTORS**

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

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

(c) The Contractor agrees that it will not employ for the performance of work on this contract any individuals who are not legally authorized to work in the United States. If the MSFC Industrial Security Specialist or the Contracting Officer has reason to believe that any employee of the Contractor may not be legally authorized to work in the United States and/or on the contract, the Contractor may be required to furnish copies of Federal Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

(d) The Contractor agrees to provide the information requested by the MSFC Protective Services Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to MSFC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by MSFC or any other Center to be visited.

(End of Clause)

## **H.19 DOCUMENTATION OF TRAINING AND MSFC ONSITE REQUIRED TRAINING COURSES**

MSFC requires that all onsite personnel complete training courses listed below as well as any

future training requirements mandated by MSFC. With a couple of exceptions, these courses are provided as internet-based courses via the NASA SATERN training system to which contractor employees will be provided access. Contractors shall maintain training records for each employee, documenting the completion of these and any other required training courses.

<b><u>TRAINING REQUIREMENT</u></b>	<b><u>FREQUENCY</u></b>	<b><u>SOURCE</u></b>
New Employee IT Security Training	*OTR	Online
Basic Information Technology Security (ITS)	Annually	Online
Protecting Sensitive but Unclassified Information (SBU)	Annually	Online
SHE 101 – The Safety, Health, and Environmental Program	*OTR	Online
SHE 102 – MSFC SHE Program Refresher Training	Annually	Online
SHE 106 – SHE Visit Training for Supervisors	*OTR	Instructor
SHE 112 – Working with Flammable Liquids	As Needed	Online
SHE 115 – Fire Extinguisher Awareness	As Needed	Online
SHE 116 – Fire Extinguisher	Annually	Instructor
SHE 118 – MSFC SHE Training for Managers/Supervisors	*OTR	Instructor
SHE 119 – Machine Guarding	As Needed	Online
SHE 126 – Job Hazard Analysis	*OTR	Online
SHE 129 – Basic Electrical	As Needed	Online
SHE 132 – Emergency Eyewash and Shower	As Needed	Online
SHE 138 – Personal Protective Equipment Overview	As Needed	Online
SHE 152 – Hazard Warning Signs, Tags, and Barricades	*OTR	Online
SHE 167 – Ladder Safety	As Needed	Online
SHE 202 – Back Injury Prevention	As Needed	Online
SHE 212 – Respirator	Annually	Instructor
SHE 214 – Hazard Communication	As Needed	Online
SHE 225 – Lead Awareness	Annually	Online
SHE 226 – Methylene Chloride	Annually	Online
SHE 231 – Ergonomics – Industry	As Needed	Online
SHE 232 – Ergonomics Office	As Needed	Online
SHE 317 – Environmental Compliance	Annually	Online
NASA Property Responsibility and Accountability	Annually	Online
Recognition and Prevention of Workplace Violence	Annually	Online

<b><u>CERTIFICATION REQUIREMENT</u></b>	<b><u>FREQUENCY</u></b>	<b><u>SOURCE</u></b>
SMA-NSTC Welding and Cutting	4 Years	Instructor
SMA-NSTC Forklift Safety	3 Years	Instructor
SMA-NSTC Fall Protection Authorized User	As Needed	Instructor

\* – One Time Requirement (OTR)

Specific training is required to execute some duties at MSFC. In general, training for its employees and subcontractors shall be the responsibility of the Contractor. All expenses associated with training are included in the FFP Mission Services of this contract. The Safety,

Health, and Environmental (SHE) courses outlined above are offered at no cost to the Contractor. The certification courses outlined are offered to the Contractor on a limited space available basis and MSFC makes no obligation to provide this training to Contractor personnel. MSFC Contractors may develop their own training for those courses not provided. Certification courses developed by a Contractor and/or verification of certification by an outside vendor, the course material shall be submitted to the MSFC Industrial Safety Branch/SHE Training Subcommittee for approval and the training is subject to audit by the Government.

(End of Clause)

## **H.20 RESPONSIBILITIES AND ASSOCIATED GROUND RULES**

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

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

- (1) Policymaking or Management of MSFC Operations.
- (2) Program or Project Management.
- (3) Technical Management of Government Contracts.
- (4) Direction or supervision of other Government Contractors or Government agencies, or otherwise acting as an agent to obligate or commit MSFC in any capacity.
- (5) Supervision of Government employees.

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

- (1) The Contractor shall ensure that its employees are managed by its own Contractor management and that the Contractor management has the autonomy to deal effectively with their employees and implement corporate policies.
- (2) The Contractor shall ensure that office space occupied by their personnel is clearly labeled with the name of the company.
- (3) The Contractor shall ensure that correspondence signed by Contractor employees is on company letterhead.
- (4) The Contractor shall ensure that their onsite personnel, when receiving or placing telephone calls, identify their employer, in addition to whatever appropriate greeting is used.
- (5) The Contractor, when participating in meetings with Government and/or other Contractor employees, shall ensure that their personnel identify themselves as Contractor employees so that their actions will not be construed as acts of Government officials.

(6) The Contractor's management staff shall perform individual job performance evaluations on all Contractor personnel in support of this effort.

(End of Clause)

## **H.21 ASSOCIATE CONTRACTOR AGREEMENTS**

(a) The Contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the contract requiring cooperation and coordination (with Contractors under other NASA contracts) in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the implementation of OSAC COMSS which shall ensure the greatest degree of cooperation to meet the terms of the contract. Associate contractors are listed in Paragraph (g) below.

(b) ACAs shall include the following general information:

- (1) Identify the associate contractors and their relationships.
- (2) Identify the program(s) involved and the relevant Government contracts of the associate contractors.
- (3) Describe the associate contractor interfaces by general subject matter.
- (4) Specify the categories of information to be exchanged or support to be provided.
- (5) Include the expiration date (or event) of the ACA.
- (6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.

(c) A copy of such agreement shall be provided to the CO for review before execution of the document by the cooperating associate contractors. The CO has the right to ask questions and receive answers from each party, make comments and suggestions, and provide edits prior to execution by the parties. Initial ACAs should be in place three (3) months after contract award. Subsequent ACAs required during contract performance shall be accomplished within three (3) months of written notification from the CO to the Contractor.

(d) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.

(e) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

(f) All costs associated with the agreements are included in the firm fixed price of this contract. Agreements may be amended as required by the Government during the performance of contract.

(g) The following are associate contractors with whom agreements are required:

<b>Contract</b>	<b>Services</b>	<b>Contractor</b>	<b>COMMS</b>
MSFC Logistics Support Services (MLSS)	Logistics Support Services	URS	X
Center Operations Support Services (COSS)	Facilities Support Services	URS	X
Industrial, Health & Environmental Services	Industrial, Health & Environmental Services	HPM Corporation	X
MSFC Information Technology Services (MITS)	IT Services for MSFC and associated component facilities; Television, Graphic, Video and Photographic Services	Dynetics, Inc	X

(End of Clause)

## **H.22 UNPLANNED/EMERGENCY ACTIVITIES**

As directed by the Contracting Officer, the Contractor is responsible for establishing work priorities related to unplanned or emergency activities. Contractor employees utilized to accomplish the PWS may also be utilized to accomplish all unplanned or emergency activities until additional resources can be brought in as necessary. Unplanned activities are those discovered reasonably in advance yet were not described in the PWS, such as Center special events or visits to the Center by dignitaries. Unplanned/Emergency activities are those types of occurrences which cannot be planned and arise unannounced such as exhibits hardware failures or damages. (See Attachment J-1, PWS 8.0)

The Contractor shall begin support within twenty-four (24) hours of being notified of an emergency, and shall not incur costs exceeding \$3000 during the initial three (3) calendar days of the unplanned/emergency activities. The contractor shall notify the Contracting Officer of the unplanned emergency during this three (3) day period. The Government and Contractor shall finalize the Task Order within seven (7) calendar days.

To accomplish these instances, upon the Contracting Officer issuing a task order pursuant to Clause H.3(h), *Task Ordering Procedure*, the Contractor shall establish priorities and resource allocations through additional personnel or the diversion of existing resources. It is understood that the nature of unplanned/emergency activities often necessitates the use of existing personnel until additional personnel can be called in.

The Contractor may request the Contracting Officer to be relieved of any performance requirement not accomplished as a direct consequence of responding to a bona fide emergency activity until additional personnel can be brought in.

(End of Clause)

## **H.23 SPECIAL PROVISIONS FOR CONTRACT CHANGES**

The following sections of Attachment J-1, *Performance Work Statement*, specify performance bands associated with the effort described therein. The contractor shall provide services within specified performance bands, where delineated, throughout the Performance Work Statement, within the price of the contract. The type, magnitude, or quantity of services performed within the bands are considered within the scope of the PWS and shall not, in general, be construed as changes within the meaning of the FAR clause 52.243-1 *Changes – Firm-Fixed Price Alternate II*. A contract change and an equitable adjustment will only be made for work required outside (i.e., above or below) the performance bands in accordance with the *Changes* clause of the contract. For work above the bands the Government may either accomplish performance of the work through a contract change or issuance of an IDIQ task order in accordance with Clause H.2 and H.3 at the Government's discretion.

<b>PWS Section</b>	<b>Services</b>
3.1.1	Environmental Monitoring
4.2	Communication Plans
5.1	Center Collateral Development
5.2	Executive Communications
5.3	Speaker's Bureau
5.4	Employees Communication
5.6	Media Products
5.6.5	Media Products
5.6.8	Media Products
5.7.1	Basic Web Content Management
5.9	Exhibits
5.9.1.4	Exhibits

(End of Clause)

[END OF SECTION]

## SECTION I

### CONTRACT CLAUSES

- I.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)
- I.2 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)
- I.3 52.216-18 Ordering (OCT 1995)
- I.4 52.216-19 Order Limitations (OCT 1995)
- I.5 52.216-22 Indefinite Quantity (OCT 1995)
- I.6 52.217-8 Option to Extend Services (NOV 1999)
- I.7 52.217-9 Option to Extend the Term of the Contract (MAR 2000)
- I.8 52.223-9 Estimate of Percentage of Recovered Material Content for EPA Designated Items. (MAY 2008)
- I.9 52.244-6 Subcontracts for Commercial Items (DEC 2010)
- I.10 1852.204-76 Security Requirements for Unclassified Information Technology Resources (JAN 2011)
- I.11 1852.215-84 Ombudsman (NOV 2011) Alternate (JUN 2000)
- I.12 1852.219-76 NASA 8 Percent Goal (JUL 1997)
- I.13 1852.237-72 Access to Sensitive Information (JUN 2005)
- I.14 1852.237-73 Release of Sensitive Information (JUN 2005)
- I.15 MSFC 52.252-90 Representations, Certifications, and Other Statements of Offerors or Quoters Incorporated by Reference (FEB 2001)
- I.16 Statement Of Equivalent Rates For Federal Hires (52.222-42)(MAY 1989)

## PART II – CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

#### I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): For Federal Acquisition Regulation (FAR) clauses, see <http://www.acqnet.gov/far/>

FAR Clauses:

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

NASA FAR Supplement Clauses:

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

MSFC Clauses:

[http://ec.msfc.nasa.gov/msfc/msfc\\_uni.html](http://ec.msfc.nasa.gov/msfc/msfc_uni.html)

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 18) CLAUSES

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(NOV 2010)
52.203-14	Display of Hotline Poster(s)	(DEC 2007)
52.204-7	Central Contractor Registration	(FEB 2012)
52.204-9	Personal Identity Verification of Contractor Personnel	(JAN 2011)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	(FEB 2012)
52.211-15	Defense and Priority and Allocation Requirements	(APR 2008)
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications	(AUG 2011)
52.223-2	Affirmative Procurement of Biobased Products under Service and Construction Contracts	(MAY 2012)
52.223-3	Hazardous Material Identification and Material Safety Data	(JUL 1997)
52.223-6	Drug-Free Workplace	(MAY 2001)
52.223-7	Notice of Radioactive Materials	(JAN 1997)
52.225-1	Buy American Act - Supplies	(FEB 2009)
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations	(MAR 2009)
52.227-1	Authorization and Consent	(DEC 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(DEC 2007)

52.232-1	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payment	(FEB 2002)
52.232-11	Extras	(APR 1984)
52.232-18	Availability of Funds	(APR 1984)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-25	Prompt payment	(OCT 2008)
52.243-1	Changes-Fixed Price (Alt II)	(APR 1984)
52.244-2	Subcontracts	(OCT 2010)
52.245-1	Government Property	(APR 2012)
52.245-9	Use and Charges	(APR 2012)
52.249-4	Termination for the Convenience of the Government (Services) (Short Form)	(APR 1984)

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
1852.219-74	Use of Rural Area Small Businesses	(SEP 1990)
1852.219-75	Small Business Subcontracting Reporting	(MAY 1999)
18.52.219-77	NASA Mentor Protégé Program	(MAY 2009)
1852.223-74	Drug-and alcohol-free workforce	(MAR 1996)
1852.228-75	Minimum Insurance Coverage	(OCT 1988)
1852.237-70	Emergency Evacuation Procedures	(DEC 1988)
1852.242-78	Emergency Medical Services and Evacuation	(APR 2001)

(End of Clause)

### **I.2 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments-

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by-

(i) Government personnel and authorized users performing business on behalf of the Government; or

- (ii) The Contractor, when viewing data on itself; and
- (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for-
- (i) Past performance reviews required by subpart 42.15;
  - (ii) Information that was entered prior to April 15, 2011; or
  - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
  - (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
  - (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

### **I.3 52.216-18 ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from May 1, 2012 through April 30, 2017.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In

the event of conflict between a delivery order or task order and this contract, the contract shall control.

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

(End of Clause)

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

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

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **\$4,500,000**.

(2) Any order for a combination of items in excess of **\$4,500,000**; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **10 days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

#### **I.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after April 30, 2017.

(End of Clause)

#### **I.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days

(End of Clause)

#### **I.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of Clause)

#### **I.8 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008)**

(a) *Definitions.* As used in this clause -

*Postconsumer material* means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of recovered material.

*Recovered material* means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall -

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to AS10/Environmental Engineering and Occupational Health Office.

(End of Clause)

#### **I.9 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)**

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the

subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a)).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

#### **I.10 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)**

(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.11 1852.215-84 OMBUDSMAN (NOV 2011) ALTERNATE I (JUN 2000)**

(a) An Ombudsman has been appointed to hear and facilitate the resolution of concerns from Quoters, potential Quoters, 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 installation Ombudsman, which is posted at [http://prod.nais.nasa.gov/pub\\_library/Omb.html](http://prod.nais.nasa.gov/pub_library/Omb.html) . 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. 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.12 1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)**

(a) Definitions.

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

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

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

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

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of Clause)

### **I.13 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)**

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

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

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

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

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

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

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

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

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

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

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

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

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

sensitive information

(End of Clause)

#### **I.14 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)**

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

**Mark the title page with the following legend:**

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

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

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

and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

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

- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
- (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
- (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
- (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

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

substantially equivalent screening procedures.

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

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

(End of Clause)

**I.15 MSFC 52.252-90 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (FEB 2001)**

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

(End of Clause)

**I.16 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

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

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

(A) Classification, Grades, and Rates

**Classification**

**Grades**

**Rates**

<b>CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT</b>			
<b>SCA/NON-EXEMPT</b>	<b>SCA Classification</b>	<b>Equivalent GS Rate if Federally Employed</b>	<b>Hourly rate that would be paid if Federally Employed*</b>
Events Coordinator	13013	GS-09	\$23.11
Media Specialist I	30462	GS-09	\$23.11

Web Editor I	15080	GS-09	\$23.11
Writer Editor I	30461	GS-07	\$18.89
Writer Editor II	30462	GS-09	\$23.11
Writer Editor III	30463	GS-11	\$27.96
Design Graphics I	13042	GS-07	\$18.89
Exhibits Technician I	13011	GS-05	\$15.25
Exhibits Technician II	13012	GS-07	\$18.89
Exhibits Technician III	13013	GS-09	\$23.11
Exhibits Operator/Driver	13012	GS-07	\$18.89
Outreach Coordinator I	13011	GS-05	\$15.25
Outreach Coordinator II	13012	GS-07	\$18.89
Outreach Coordinator III	13013	GS-09	\$23.11
Property/Outreach Assistant	21030	WG-07	\$19.39

\*Rates shown are equivalent rates that would be paid to Federal employees and are often below the minimum rates required by the Service Contract Act. Refer to Attachment J-8 for the appropriate SCA Wage Determination minimum rates.

(B) Fringe Benefits (applicable to all classifications)

- (1) Health and Insurance  
Life, accident, and health insurance and sick leave program, twenty-five (25) percent of basic hourly rate.
- (2) Vacation or Paid Leave
  - (a) Four (4) hours of annual leave each pay period for an employee with less than three (3) years of service.
  - (b) Six (6) hours of annual leave each pay period for an employee with three (3), but less than fifteen (15) years of service.
  - (c) Eight (8) hours of annual leave each pay period for an employee with fifteen (15) or more years of service.
- (3) Sick Leave  
Four (4) hours of sick leave each pay period.
- (4) Retirement  
1.5 percent of basic hourly rate plus Thrift Savings Plan plus Social Security.

(End of Clause)

[END OF SECTION]

**SECTION J****LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

- J-1 Performance Work Statement (PWS)
- J-2 Data Procurement Document (DPD)
- J-3 Performance Requirements Summary (PRS)
- J-4 OSAC COMMSS IDIQ Labor Rate Schedule
- J-5 OSAC COMMSS IDIQ Task Order Process
- J-6 Task Order (TO) Summary
- J-7 Personal Identity Verification (PIV) Procedures
- J-8 Wage Determination
- J-9 Safety, Health, and Environmental Plan  
(To Be Submitted by the Quoter)
- J-10 OSAC COMMSS Work Order Process
- J-11 Installation-Provided Property and Services
- J-12 Installation-Accountable Government Property (IAGP)
- J-13 Applicable Regulations, Procedures, and Documents
- J-14 Acronyms
- J-15 Associate Contractor Agreements
- J-16 Position Descriptions

ATTACHMENT J-1

PERFORMANCE WORK STATEMENT (PWS)

George C. Marshall Space Flight Center  
Marshall Space Flight Center, AL

Office of Strategic Analysis and Communications  
(OSAC)  
Strategic Analysis and Communications Support Services  
(COMMSS)

## ATTACHMENT J-1

## PERFORMANCE WORK STATEMENT (PWS)

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## 1.0 General Scope

- a) The scope of this Performance Work Statement (PWS) provides comprehensive communications services to support the Office of Strategic Analysis and Communications (OSAC) in achieving the communication goals and strategies of National Aeronautics and Space Administration (NASA) and Marshall Space Flight Center (MSFC). To that end, OSAC will execute an overarching communication strategy that includes clearly and consistently communicating NASA's strategic vision and guidance, and MSFC's direction, roles, capabilities, and expectations – internally and externally – to various stakeholders. In accomplishing these communication activities directly supporting the advancement of Agency goals and MSFC mission assignments, the contractor will provide communications related support as outlined below.
- b) The contractor shall support MSFC in implementing and maintaining a strategic communications capability that integrates and aligns the Center's communications with Agency direction to enable informed communications and manage effective stakeholder relationships for advancement of NASA's strategic goals. The communications capability consists of three primary, integrated functional areas: strategic research and analysis; communication strategy, planning and message management; and communication services and product development/delivery.
- c) Strategic research and analysis, as described in PWS 3.0, serves as the foundation for communications by infusing research and analysis results into the development of strategy and planning consistent with Agency direction; message management aligned with NASA's key messages; and communication services and products required by the Center and its assigned programs and projects. Communication strategy, planning and message management, as described in PWS 4.0, serves as a major cohesive element and drives all communication service and product development activities. Communication services and product development/delivery, as described in PWS 5.0, provide vehicles and venues for communications with NASA and MSFC's stakeholders.
- d) In performing the requirements of the PWS, the contractor shall demonstrate an understanding of the difference between tactical communications and strategic communication as an integrative process guiding strategy and messaging through audience-driven delivery mechanisms. The contractor shall ensure that communications are based on a clear understanding of the targeted audience and convey NASA direction and guidance and MSFC's role and responsibilities in accomplishing the Agency's missions. Messages shall be designed to reach and connect with the desired audience in a compelling format, and the right mix of channels shall be selected to obtain the desired exposure and outcomes. The contractor shall propose, plan and integrate metrics to measure communication results and incorporate refinements into future communication strategies. In order to establish successful communication capabilities, the contractor shall develop, implement, and execute a comprehensive suite of services, products, tools, and techniques across all functional and sub-functional elements of the PWS.

- e) The contractor shall support OSAC management and OSAC's customers in a responsive, integrated, and communicative manner. The contractor shall work as a team with OSAC to contribute to the organization's success. The contractor shall demonstrate an understanding of OSAC's communication mission and act as a member of an integrated OSAC team to provide new and innovative communication services.

## **2.0 Management Support**

- a) The contractor shall provide administration and technical management for effective direction, control, and integration of all efforts performed under this contract. This includes developing and executing a disciplined management philosophy and clearly defined processes and tools applied and integrated throughout contract activities to meet all requirements of the performance work statement. The contractor shall provide a system to measure and monitor contract performance on all PWS activities. The contractor may be required to travel in support of various PWS activities.
- b) The contractor shall report and document the work identified in this PWS and fulfill the requirements of associated Data Requirements Documents (DRDs) as outlined in Data Procurement Document 1411 (Attachment J-2). The contractor shall determine the data restriction that applies to each data deliverable and mark or transmit the data restriction in accordance with section 2.3.3 of the Data Procurement Document.
- c) In performing the support delineated in this PWS, all systems and applications will comply with the applicable standards (Subpart B, Section 1194.21) contained with the Federal Acquisition Circular 97-27, Electronic and Information Technology (EIT) Accessibility, Section 508 of the Rehabilitation Act of 1973. The contractor shall comply with the requirements and intents of the Americans with Disabilities Act.

2.1 Contract Management. The contractor shall provide planning, integration, and management of all contract activities to ensure disciplined and quality performance of work and timely application of resources necessary for work completion.

- a) The contractor shall provide, implement and maintain a plan and approach for contract administration and technical management in the Management Plan in accordance with DRD 1411MA-001. The contractor shall clearly document in the Management Plan the integrated processes by which the PWS will be performed. The contractor shall input information in an existing integrated management system to monitor and measure performance of planning, scheduling, progress reporting, quality assurance, and completion of work orders or projects.
- b) The contractor shall input information into an existing FileMaker Pro work order system for life cycle management of all work orders and shall include the capability to provide real-time current and historical status of all work orders from initiation to completion.

- c) In support of the contractor's management approach, the contractor shall prepare and submit the following: Monthly Technical Progress Reports in accordance with DRD 1411MA-002; On-Site Employee Location Listings in accordance with DRD 1411CD-001; Contractor Employee Clearance Documents in accordance with DRD 1411MA-004; and Organizational Conflict of Interest (OCI) Plan in accordance with DRD 1411MA-005.

2.2 Property Management. The contractor shall maintain an inventory control system for all controlled and non-controlled property and equipment. Property and equipment will include exhibits, artifacts, materials samples, artwork, electronics, shop tools and machinery, furniture and vehicles. The contractor shall input information and maintain an existing database identifying and listing all equipment, materials, tools, etc., provided by the Government for use by the contractor in the performance of contracted support, and for which the contractor has been given custody. The Government Property Management Plan will be prepared and maintained in accordance with DRD 1411LS-001. The contractor shall perform required annual inventories and manage and track exhibit loan agreements.

The contractor shall comply with the following specifications and Marshall Work Instructions (MWI), Marshall Procedural Requirements (MPR), NASA Federal Acquisition Regulations (FAR) and the NASA FAR Supplement (NFS):

MWI 4220.1	Space Utilization, Communications Furniture, Relocation, and Special Event Services
MWI 4200.1	Equipment Control
MWI 4300.1	Disposal Turn-Ins / Reutilization Screening
MWI 4500.1	Property Support: Furniture Operations, Retail Supply Operations, Warehousing, and Food Services
MWI 4520.1	Receiving
MWI 4520.2	Use of Procurement Discrepancy Tracking System (PDTS)
MPR 4000.2	Property Management
NFS Part 1845	Government Property

2.3 Occupational Safety and Health. The contractor shall establish and implement an industrial safety, occupational health, and environmental program in accordance with DRD 1411SA-001. The contractor shall report mishaps and safety statistics to the MSFC Industrial Safety Branch in accordance with DRD 1411SA-002.

The contractor shall provide management and safety oversight for OSAC COMMSS work conducted in buildings 4466, 4631, and 7214. For these buildings, the contractor shall support required surveys, safety inspections, and reports on chemical inventories and warehouse space requirements.

2.4 Work Management. The contractor shall maintain the existing File Maker Pro work order system as referenced in DRD 1411MA-003. The automated work order system is an interactive system to be used by the Government and the contractor. The contractor shall track

the status of each Work Order (WO) from planning/initiation to completion and record projected and actual resources and projected and actual hours expended through the automated system. This data is reported by unique project numbers (UPN) and have direct tracking capability to the estimated and actual costs in the contractor's Monthly Technical Progress Report (per DRD 1411MA-002) at all levels down to WO cost sub-elements and organizational funding levels. The automated work order system is an integrated system that allows insight and management of the PWS requirements.

The work order system provides a unique project numbering system with traceability of tasks through their lifetime; electronic notification of the order's status; approval tracking, revision tracking, traceability to a minimum of PWS level 2, delineation of inactive and active tasks, period of performance of each task, and estimated and actual costs. The system will be capable of allowing the Contracting Officer's Technical Representative (COTR), Performance Monitors, and Contractor Program Manager the ability to review and approve each work order prior to beginning the task. Each work order shall include: a WO number allowing traceability to OSAC or the requesting organization; traceability to a minimum of PWS level 2; name of the Government requesting official; work order initiator; work order description and/or objectives; total estimated and actual costs by major cost element, as applicable (such as materials, supplies, equipment and travel, etc.); deliverables and milestone dates; benefiting program(s); special instructions; and a comments section to document customer feedback.

The work order system is capable of providing a Price Summary Report, in spreadsheet form, that contains the following information for the base year and each option year for each organization/customer: WO number; WO title; total estimated price, actual price and percentage difference. The Price Summary Report will roll-up each PWS level 3 elements into an overall contract performance summary. The system will allow query capability by each UPN element and work order number. The contractor shall submit a Quarterly/Annual Self-Evaluation and Monthly Work Order Progress Report in accordance with DRD 1411MA-003, and Monthly Technical Progress Reports in accordance with DRD 1411MA-002.

2.5 Data Collection. The contractor shall maintain the work order system to capture and store information and content for PWS functional sub-elements. The work order system will be an interactive system to be used by the Government and the contractor. The work order system will provide data cross-referencing capability across PWS functional sub-elements to inform and support in the execution of all strategic communication contract activities. The contractor shall provide an electronic archive of all final products and plans delivered and accepted by OSAC for version control and reference. The contractor shall provide and maintain a comprehensive matrix of all databases to be implemented in support of the PWS data control measures. The contractor shall identify administrative POC's, data/information captured by functional sub-element, accessibility requirements, and integration capabilities.

2.6 Information Technology Security. The contractor shall develop and implement a comprehensive Information Technology Security Program Plan which addresses the management, operational, and technical aspects of protecting the confidentiality, integrity and availability of information and information technology systems. The IT security program will ensure the contractor is responsible for information and IT security when physical or electronic

access to NASA's computer systems, networks, or IT infrastructure is required or when information systems are used to store, generate, process or exchange information with NASA or on behalf of NASA, regardless of where the information resides.

### **3.0 Strategic Research and Analysis**

The contractor shall provide personnel with core competencies in research and analysis to provide analysis and interpretation of the external environment and identification of relevant issues and trends important to NASA and MSFC. The strategic research and analysis function will serve as the foundation for the strategic communication program. The contractor shall coordinate and integrate content with OSAC, MSFC programs and subject matter experts. Strategic research & analysis activities include but, are not limited to environmental monitoring; stakeholder research and analysis; audience research; measuring communication effectiveness; and benchmarking/identifying best practices.

3.1 Environmental Monitoring. The contractor shall support the strategic communications plan through daily monitoring and reporting of external program or technical environment factors that could potentially influence or impact MSFC's ability to successfully accomplish its mission assignments. The contractor shall develop effective strategic communication vehicles consistent with NASA and MSFC goals, which deliver the knowledge gained from external monitoring and assessments. This requirement provides MSFC with an increased awareness to foster effective decision-making.

3.1.1 The contractor shall provide environmental assessment services to improve program literacy and environmental awareness. These services shall provide critical content and information to be incorporated into communication product development activities. Environmental monitoring services include, but are not limited to, the following:

- Monthly synopses of Center management activity;
- Bi-Annual biographical briefs on key stakeholders
- Annual external environmental characterizations;
- Daily monitoring of external news sources to provide alerts to Center executives and management.
- Bi-Weekly integration of events, Agency meetings and milestones that relate to strategic analysis, planning, and management functions;
- Support the strategic research & analysis function to include concentration on Agency, legislative, political, economic monitoring relevant to MSFC's mission assignments;
- One to two page executive summaries of key environmental issues (15-25 annually).

3.1.2 The contractor shall provide and maintain an integrated calendar of strategic events and external and internal studies and reports of interest to the Agency.

3.2 Stakeholder Analysis. The contractor shall remain current on stakeholders' positions and needs that impact NASA and MSFC's ability to accomplish its mission assignments. Based on the results of this research, the contractor shall provide proposed

recommendations, strategies, and products that integrate strategic research and analysis with MSFC's decision-making process. This support provides a crucial interface with the MSFC end-users and is especially important for ensuring timely and appropriate feedback from the end-users for informed senior management decisions.

3.2.1 The contractor shall research internal and external stakeholders' positions and needs to capture critical information such as significant trends, satisfaction measures, future requirements and technology developments. Results shall be analyzed and incorporated into executive summary reports that are used to inform Center planning and message alignment and development. Internal audiences include: NASA Headquarters, NASA Field Centers, and MSFC Employees. External audiences include: Congressional Delegations/Elected Officials/ Executive Branch Offices; Aerospace Industry Primes and Contractors; Department of Defense (DoD); Local and Regional Communities; and International, National, and Local Media.

3.2.2 The contractor shall recommend and research topics relevant to MSFC in accomplishment of its missions. Examples include governance, funding stability, budget processes and schedules, acquisition systems and program complexity, technology priorities, organizational structure and culture, and decision processes.

3.3 Audience Research. The contractor shall provide research and analysis of audience/stakeholders and their evolving needs and requirements. This support includes evaluation and targeting of internal and external audiences to help maximize the communication impact within each group. Audience research and analysis will be critical in supporting OSAC in the development of effective communication plans and implementation strategies that are integrated and aligned with Agency direction and guidance.

3.3.1 The audience research may include, as appropriate for the current operating environment, analysis of segments; needs and requirements; preferred venues; current and recommended communication channels/vehicles; recommended communication frequency; and recommended communication tactics.

3.3.2 The contractor shall provide analytical support for audience briefs, presentations, whitepapers, and profiles to support executive communications to external audiences.

3.4 Measuring Communication Effectiveness. The contractor shall measure the effectiveness of key messages, vehicles, products and channels to support in the identification of any communication delivery obstacles; aid in the adjustment of a particular communications approach; or inspire new direction. The contractor shall provide communication metrics for communication products and services identified in PWS 3.0, 4.0, 5.0 and 8.0 in accordance with DRD 1411MA-003. The contractor shall balance quantitative and qualitative methodologies to evaluate pre- and post- event message effectiveness and communication value. The contractor shall provide quarterly and annual measurement reports (per DRD 1411MA-003).

3.4.1 The contractor shall conduct pilot tests for any new instruments/tools used to measure communication effectiveness and customer satisfaction. Pilot tests shall be analyzed for reliability by the contractor and approved by OSAC management prior to implementation. The

contractor shall support OSAC in the administration of all system measurement instruments/tools.

3.4.2 The contractor shall provide communication measurement results, analyses, and proposed recommendations to support in on-going improvements for strategic planning and communication product development.

3.5 Benchmarking. The contractor shall provide OSAC with process and best practices benchmarking on a wide variety of program processes and/or functions using a broad range of research tools and techniques. This information will be used to support OSAC in identifying best practice and process strategies for adoption and integration into an interactive and dynamic strategic communication approach. The contractor shall provide education or training in benchmarking practices recommended for adoption.

#### **4.0 Communication Strategy, Planning and Message Management**

The contractor shall facilitate and document a comprehensive strategy and detailed communication plan for the Center using Government, industry and technology best practices and Federal policy. The communication strategy planning and message management function drives all communication service and product development/deliver activities and serves as a major cohesive element within strategic communications. The contractor shall incorporate the results of strategic research and analysis to support the Center in ensuring communication strategies, planning and message management activities are integrated and aligned with Agency direction and guidance and MSFC's mission assignments, as well as Center business strategy. The contractor shall coordinate and integrate content with OSAC, MSFC programs and subject matter experts. The contractor shall provide data and analysis that measures the progress toward accomplishing communications goals. The contractor shall provide proposed recommendations for the development and continuing enhancement of communication goals and strategies consistent with MSFC's mission assignments. The contractor shall support OSAC in the production of a Strategic Communication Plan for OSAC/MSFC annually, and update midyear and in the event of a major program redirection (2-4 updates annually). Planning and messaging activities shall include but are not limited to: communication goals and objectives, strategies and messages.

4.1 Communication Goals and Strategy. The contractor shall support OSAC in ensuring the Center's communications are integrated and aligned with Agency direction and the MSFC Strategic Communication Plan by recommending communication strategies consistent with this purpose. The contractor shall support OSAC in communication strategy development to address existing communication needs and ensure communications are measured, effective, promote synergy, control cost, and maximize resources. This function will enable the development of effective communication planning. The contractor shall provide recommendations for the development and continuing enhancement of communication goals and strategies consistent with MSFC's mission assignments.

4.1.1 The contractor shall support OSAC to research, recommend and document communication strategies and goals; facilitate partnerships with industry, academia, DoD,

Government agencies, NASA Headquarters, and other NASA Centers; increase workforce knowledge about program performance and management objectives; engage information sharing; and develop a self-sustaining communication process to support integrating communication and dissemination.

4.1.2 The contractor shall support OSAC in partnership with Office of the Chief Information Officer (OCIO) to research, recommend and document strategies for using emerging technologies to more efficiently and rapidly deliver media and other communication products in a manner compatible with the audience/stakeholder needs, requirements, and capabilities to increase public understanding of MSFC programs and activities.

4.1.3 The contractor shall support OSAC to research, recommend and document outreach strategies that focus on educating and informing members of Congress in consultation with NASA Headquarters of relevant discoveries, plans, and programs.

4.1.4 The contractor shall support OSAC to plan a broad range of Government and community outreach initiatives that educate, inform, and build relationships with key stakeholders.

4.2 Communication Plans. The contractor shall develop integrated, concise and focused communication plans (10-20 annually) for OSAC and its customers as defined by OSAC, aligned with the MSFC Strategic Communications Plan. Communication plans will unify multiple activities to form a singular purpose, promote accountability, and support efficiency by focusing communication efforts and maximizing resources. Communication plans provide the foundation for integrated communication service and product development and delivery. All plans will be maintained in an existing searchable electronic archive for version control and reference. Communication planning will be structured to support all functional sub-elements of communication service and product development and delivery activities. Examples of focused plans include, but are not limited to, topics including programmatic objectives, management initiatives and business development situations.

4.2.1 The contractor shall ensure that communication plans are comprehensive and answer key questions such as: which segments of the defined audience(s) will be addressed; which communication messages and vehicles will be used to reach targeted audiences; how frequent communication occurs to audience(s); which vehicles are already serving the defined audience(s); what communication tactics are recommended to reach each audience; and how the effectiveness of tactics will be measured as required.

4.2.2 The contractor shall identify internal and external publications, conferences, and other vehicles required for implementation of the communication plans.

4.2.3 The contractor shall research, recommend and document exhibit venue opportunities to appropriately support MSFC's mission assignments and role in support of achieving the Agency's strategic goals.

4.2.4 The contractor shall maintain the OSAC strategic calendar weekly for action and decision-tracking and utilize to formulate strategic communication plans.

4.2.5 The contractor shall support OSAC in the development and delivery of an OSAC crisis communication plan in support of MSFC and update annually.

4.3 Key Message Development and Management. Consistent with Agency direction and planning, OSAC generates and communicates key messages and information about NASA programs/projects assigned to MSFC including goals, milestones, and discoveries for both internal and external audiences. The contractor shall support MSFC to develop and integrate key messages that are consistent with NASA Agency direction and Center business strategy; reflect understandable, credible and repeatable core messages to audiences. Key messages identify and articulate program objectives and themes to stakeholder groups. The contractor shall establish and implement a key message development and management process that allows MSFC to effectively reach its targeted audiences. This includes creating new messages to maintain current and relevant content, and ensuring consistency of all messages.

4.3.1 The contractor's message management process shall include: notification to communicators of new direction; development, review, and approval criteria; capture and store capability; and distribution and publishing of key messages and decisions to MSFC management and communicators. The contractor shall infuse key messages into key Center collateral products and provide updates after major changes to communication plans and products.

4.3.2 The contractor shall document key message implementation in communication products to inform communication measurement. Pertinent information may include, but not limited to, targeted audience, date implemented, revision dates, key messages, goal traceability, themes, topics and rationale. The contractor shall develop and maintain content for a collaborative employee communication website, a resource for communicators across the Center that promotes message consistency and currency, surveyed daily and updated after major changes to communication plans and products.

## **5.0 Communication Services and Product Development/Delivery**

The contractor shall provide personnel with a core competency comprised of professionally trained and degreed communicators to provide services and identify and create products aligned with Agency direction and guidance and MSFC organizational objectives and goals driven by mission assignments. This function provides vehicles and venues for effective communications with MSFC's stakeholders. Services and products will be driven by established communication goals, strategies, plans and messages that are informed by the key message management process.

The contractor shall seek opportunities for cross-promotion and integration among communication vehicles and repurposing of content for efficiency and results. The contractor shall coordinate and integrate content with OSAC, MSFC programs and subject matter experts. The contractor shall leverage communications capabilities to insure integrated messaging and efficient use of subject matter experts. Communication service and product

development/delivery activities may include, but not limited to, Center collateral product development; executive and employee communications; public inquiry responses; media products; web content management; technical documents and products; exhibits and exhibit products; and events management. The contractor shall be required to travel in support of this function with the potential for extensive travel in the areas of media products, technical web content management, and exhibit support.

5.1 Center Collateral Development. The contractor shall support OSAC to develop, produce, and enhance strategic communication products targeted to specific stakeholder groups. The contractor shall coordinate and integrate content with OSAC, MSFC programs and subject matter experts, and apply professional visual design principals. This support may include, but is not to be limited to, coordination with other Center organizations to create products. The contractor shall develop a Center overview presentation annually and update to reflect environmental changes as identified by OSAC. The contractor shall develop products such as but not limited to brochures, flyers, pamphlets, campaigns (5 – 10 annually). This support includes the capability to create new concepts that utilize and align with Center messaging. The contractor shall illustrate Center lines of business and key messages in products incorporating content, style and format using visual and verbal techniques. This support includes the creation of high-level communications products with maximum impact and flexibility for leveraging at multiple venues.

5.2 Executive Communications. The contractor shall support OSAC to develop and implement comprehensive, strategically researched and effective executive communications products consistent with Agency direction and guidance and MSFC strategies, goals and objectives driven by mission assignments, in support of the Center Director, Deputy Center Director, Associate Directors and executives acting as designees. The contractor shall coordinate and integrate with OSAC and with MSFC programs and projects and other sources for appropriate, accurate, and consistent information. Executive communication products may include, but are not limited to, speeches, speech materials, remarks, talking points, articles, white papers, email Messages from the Center Director for employee communication, and presentations (150-175 executive communication products annually).

5.2.1 The contractor shall coordinate speechwriting and executive communication products and actions so that one or more speeches or products can be in production simultaneously, in support of the Center Director, Deputy Center Director, Associate Directors and executives acting as designees, speaking in a variety of public venues.

5.2.2 The contractor shall coordinate closely with MSFC technical subject matter experts to ensure executive communication materials convey accurate and timely content. The contractor shall support executive engagements with both internal and external audiences, including those at top-levels of Government.

5.3 Speakers Bureau. The contractor shall support the Center's Speakers Bureau Program (150-200 speaking engagements annually) to include research, monitoring, and analysis of speaking engagements that align with Center goals and strategies, as well as providing recommendations on the most appropriate speaker(s), topics, message, and products for the

event. The contractor shall develop profiles for each speaking engagement to include at a minimum event points of contact, event background information, past performance, and audience demographics. Coordinate the topics, talent, products, presentation support, event-unique special events or requirements, products, media awareness, transportation, host responsibilities and other logistical details to support and advance speaker trips. The contractor shall evaluate speakers and provide feedback to OSAC. The contractor shall maintain Speakers Bureau information on an existing MSFC web site.

5.4 Employee Communications. The contractor shall support OSAC to develop and implement comprehensive, effective employee communications products consistent with Agency direction and guidance and with MSFC's goals and objectives driven by mission assignments. This program shall focus on the creation and management of deliverables to communicate NASA, MSFC, and organizational messages and progress to the workforce. The contractor shall coordinate and integrate content with OSAC, MSFC programs and subject matter experts. Quality control, editing and copying will be completed by the submitting organization. The contractor shall develop and maintain content for OSAC on Marshall's employee intranet sites. The contractor shall develop and distribute electronically a newsletter for supervisors (average 3-5 articles per edition/2-4 newsletters annually). The contractor shall develop in coordination with OSAC content for a 10-20 minute employee televised feature program (1-3 stories per episode/4-6 episodes annually). The contractor shall develop messages for employee communication to be distributed via email on time sensitive and/or critical information (40-60 times annually). Additional employee communication products shall include but not be limited to: important time-sensitive information and news for MSFC employees; employee newspaper with news, articles, human interest pieces, and announcements; information on upcoming NASA and MSFC events; and updates with web links to MSFC events, news, safety bulletins.

5.4.1 The contractor shall monitor employee communication needs and recommend strategies, messages and vehicles to meet those needs; support in on-going tactical improvements to the internal employee communications program; and refine integrated communication plans.

5.4.2 The contractor shall support OSAC to develop, produce, and enhance internal communication vehicles including written, electronic, and broadcast products. All communication products shall be submitted for review to OSAC management in a final layout product ready for publication. The final products shall meet all publication requirements, including NASA design guidelines; appropriate writing styles; and formatting for posting on the MSFC World Wide Web Home Page in HTML or approved appropriate format.

5.4.3 The contractor shall produce the weekly published Marshall Star. For each workweek of the year, except the 2 weeks of Christmas and New Year's, the contractor shall produce a final web-based employee newsletter (Marshall Star). This will include all requirements for posting on the MSFC World Wide Web Home Page in HTML or approved appropriate format as well as conversion to PDF. The contractor shall propose, write and fully coordinate stories for weekly publication in the Marshall Star that reflect an internal flavor (personal interest, accomplishments, local and community events). The contractor shall moderate and propose responses to comments received to the Marshall Star online.

5.5 Public Inquiry Responses. The contractor shall provide consistent, easily understood communications on MSFC activities for use in response to public inquiries. This includes responses to complex and general requests on all NASA and MSFC programs, past and present. The contractor shall develop new and updated stock responses consistent with communication strategy planning and message management.

5.6 Media Products The contractor shall provide media relations support through print and electronic media channels/products to increase public awareness of NASA and MSFC activities. The contractor shall research and identify to OSAC management topics and activities that hold the greatest potential for media appeal. Based on OSAC management approval, the contractor shall develop, compile, and distribute a comprehensive suite of media products for treating those topics (300-400 total media products annually to include but not limited to news releases, media advisories, photo releases, video releases, fact sheets, Opinion -editorials, and web releases to the NASA and Marshall websites). To accomplish this support, the contractor shall use a broad range of news and feature writing skills; public affairs judgment; knowledge of journalistic and photo-journalistic style; news media requirements; public affairs policies, regulations and procedures; mission and program requirements; to communicate complex technical topics in an easily understood manner.

5.6.1 The contractor shall research and develop resource material and participate in necessary media training. For Marshall-managed missions and projects and related activities, the contractor shall write, coordinate, compile and distribute written and electronic status reports for the news media and mission management on research activities, progress, and accomplishments.

5.6.2 The contractor shall research, schedule, and facilitate the preparation of art and photos; coordinate, write, update, proofread, edit, compile, and distribute text; prepare news media products for printing or electronic posting; and provide other non-technical writing tasks as needed. The contractor shall plan, develop, and oversee the creation of photo releases, video files, graphics and other required illustrations to accompany media products.

5.6.3 The contractor shall provide clear and articulate audio or television technical or scientific commentary using knowledge of public affairs policies and sound public affairs judgment, an understanding of broadcast journalism, as well as Web, radio and television news programming techniques, requirements, and deadlines.

5.6.4 The contractor shall develop and maintain current media product distribution lists and other media-support products; establish and maintain working relationships with national, regional, local, and specialized media in coordination with channel strategy; actively market media products to these outlets, and distribute media product through appropriate channels.

5.6.5 The contractor shall facilitate visits (150-250 visits annually) by news representatives to MSFC, in conjunction with media activities. The contractor shall escort news media and otherwise support OSAC in operating facilities to which media representatives can visit or call to cover missions or events.

5.6.6 The contractor shall maintain the media electronic archives of media materials/products and ensure Media Relations publications are available to the media in HTML and PDF. The contractor shall ensure that the PostScript versions of media publications can be downloaded at other NASA Centers and printed in their entirety.

5.6.7 The contractor shall identify discussion topics, b-roll, and individuals for live interviews on NASA and MSFC related topics to be conducted via satellite with television news stations and networks nationally and work with television staff to implement.

5.6.8 The contractor shall research, develop, and implement strategies for using emerging technologies, including Internet and social media to more efficiently and rapidly deliver media products in a manner compatible with the media's needs, requirements, and capabilities to increase coverage of MSFC programs and activities. The contractor shall develop and distribute social media products in conjunction with OCIO for Marshall social media sites including blogs (30-50 postings annually), YouTube (30-50 postings annually), Twitter (2000-2500 Tweets annually), Flickr (800-1000 photos added annually), Facebook (1200-1500 posts annually) and Web Chats (20-30 annually).

5.6.9 The contractor shall store and manage for current and future reference in the appropriate media (hard copy or electronic), material such as Web features; blogs; Flickr or YouTube videos; Twitter "tweets"; etc; reference documents and publications such as fact sheets, news references, press kits, penny folders, information or mission summaries, publications, brochures, standardized responses to inquiries, and audiovisual resources such as still photos.

5.6.10 The contractor shall secure nationally recognized news clips service and provide support in determining the appropriateness and relevance of the news clips. The contractor shall support in maintaining a database of news clips (newspapers, magazines, television, radio, Internet, etc.) for measuring impact and outcome of support.

5.7 Web Content Management. The contractor shall provide support to OSAC and OSAC customers, including NASA Headquarters through web content management, web editing and posting efforts. The contractor shall work with NASA Headquarters and other NASA Center media page curators to ensure MSFC information is accurate, appropriate, and highlighted on the NASA Portal and other associated websites; and serve as a member of the NASA Portal Editorial Board. The contractor shall research, monitor, and provide recommendations to OSAC and its customers on web content such as procedures, design, and other improvements. These efforts will highlight the communication goals and objectives of the Agency and MSFC in highly specialized and technical areas.

5.7.1 Basic Web Content Management. The contractor shall support OSAC and OSAC customers, including NASA Headquarters by providing content management of MSFC managed public affairs web sites on the NASA portal (10-20 sites). The contractor shall keep the News Room and MSFC web site content, layout and presentation current, consistent, and up to date. This includes several program media and exhibit sub-sites. Web content will reflect key messages and themes determined by an integrated communication strategy. The contractor shall

ensure that layout, presentation, and information are current, consistent, and accurate. The contractor shall review all web links on, to, or from the current MSFC home page for appropriateness, currency and conform to NASA IT policies. The contractor shall support NASA websites as identified and approved by OSAC management. The contractor shall provide NASA and MSFC headline(s) to the Inside Marshall Intranet site.

5.7.1.1 The contractor shall identify and implement ideas to engage the stakeholders in MSFC space or R&D activities through links to live missions, tests and educational activities, electronic inquiries, and other venues that communicate Agency and MSFC messages.

5.7.1.2 The contractor shall meet with other MSFC web site personnel, including the MSFC systems curator responsible for MSFC Home Page server, to ensure inter-connectivity and consistency between the News Room site and other MSFC home pages and web sites.

5.7.1.3 The contractor shall research and monitor for changes in web content technologies and procedures; recommend design and other improvements to the Media Relations customer in relation to web content/format/style.

5.8 History. The contractor shall maintain and enhance an organizational construct for MSFC's 20,000 plus document history archive, enabling a wide range of users, from academic historians to MSFC technical personnel, to readily find and use documents, films, videos, photos, other elements of the archive. The contractor shall acquire, analyze, organize and archive MSFC historical documents and other historically significant items. The contractor shall research the content of the history archive to provide documents, information and reports to the MSFC Center historian, academic historians, and MSFC Center managers and technical experts.

5.9 Exhibits. The contractor shall manage, design, fabricate and operate MSFC, program, project and NASA Headquarters' exhibits. Direct-funded exhibits such as those that support NASA HQ outreach range in size from small models and one-person kiosks to a 53' expandable trailer, (100 –150 Events annually, 50-100 Exhibits (which includes displays and models)). Static and traveling exhibits are designed and updated using a variety of audio/visual products and hardware to convey general and technical information to a wide range of audience ages and demographics and detail key NASA, MSFC, and specific organizational messages and themes. Exhibits are both interior and exterior types. Interior exhibits include a large quantity of models and displays of varying sizes and complexity, specialized audio-visual equipment, prototype hardware, original artwork/paintings and artifacts that require special handling. Exterior models include small and large-scale models, and mobile exhibits that require special transportation arrangements. All activities shall be conducted in accordance with NASA Policy Directive (NPD) and NASA Procedural Requirements (NPR) 1387.1, "NASA Exhibits Program," and Marshall Procedural Requirements (MPR) 1380.2, "Center Public Exhibits and Requirements Process." The contractor shall take the necessary measures during the physical maintenance of the exhibit hardware review to prevent property losses or damages.

5.9.1 Exhibit Management. The contractor shall conduct the implementation of multiple simultaneous exhibit programs throughout the contract performance. The contractor shall

respond to all exhibit requirements, including those with rapid turn-around, in a timely manner and as resources permit. The contractor shall arrange for support and material for all aspects of exhibit management, including static and traveling exhibits, metrics and reports, communication workshops or other such outreach activities, mementos, and NASA giveaways and publications. The contractor shall administer all applicable material purchases, such as NASA giveaways, through established NASA processes. Expenditures shall be itemized in reports to the Office of Strategic Analysis and Communications on a monthly basis in accordance with DRD.1411MA-002. Exhibits development and operation may contain: software applications and operating systems; Web-based intranet and internet information and applications; telecommunications products; video or multimedia products; self-contained closed products and/or desktop and portable computers.

5.9.1.1 The contractor shall coordinate all content for exhibit print publications and electronic postings through the OSAC message management process and recommend exhibit brochures, web content and giveaway material (such as pins, buttons, posters or lithographs), and regularly write or update text and graphics for exhibits.

5.9.1.2 The contractor shall maintain the physical appearance and general working condition of all transport exhibits (excluding vehicle mechanical maintenance), whether they are purchased or Government furnished, for these exhibits including, but not limited to, arranging to have painted or graphically-wrapped transport vehicles in the same color as the traveling exhibits and affixing NASA insignias on both sides of vehicles.

5.9.1.3 The contractor shall oversee mandatory safety training, including required physicals examinations and Americans with Disabilities Act (ADA) compliance for the MSFC exhibits program.

5.9.1.4 The contractor shall provide the following support for all NASA and MSFC exhibit programs: research, compile, propose, coordinate, and update exhibit schedules for the current and following year; interact or meet with exhibit customers, as appropriate and funded; complete event cost estimates (travel, per diem, drayage, booth space, etc.) venue evaluations; evaluate audience participation; provide attendance estimates; develop proposals for special events to exhibit technical monitor prior to any exhibit commitment; coordinate logistics (booth space, electricity, carpet and other logistical details associated with exhibiting hardware, including pre-payments when necessary); prepare correspondence to transmit approvals and disapprovals; coordinate loan agreements (50-75 loan agreements annually for 400-600 discrete pieces of property to include exhibits and artifacts) where applicable; update exhibit Web site content; arrange shipping for documents and other information to sponsors and requesters of NASA exhibits; develop and maintain exhibit files; collect and provide metrics and after-action reports for major events (including newspaper clips and other media coverage). Research, compile, propose, coordinate, and update exhibit schedules and metrics for the current and following year.

5.9.1.5 Property/Inventory. The contractor shall maintain an existing inventory control system to track, control, and distribute all publications and Government furnished/contractor acquired property. The contractor shall track, store, maintain, ship and receive the exhibit

inventory to be used in museum loans and at other venues. The contractor shall warehouse, stock, and deliver to distribution sites a consolidated inventory of publications for MSFC's media, exhibits, public inquiries, employee relations, Government, community, and guest operations. This support includes providing bulk quantities of publications from on-hand inventories. The contractor shall store and manage publications for current and future reference documents and publications in the appropriate medium (hard copy or electronic). Documents and publications include: fact sheets; news references; press kits for Shuttle missions; information and mission summaries; brochures; standardized responses to inquiries; and audiovisual resources such as still photos and exhibit DVDs.

5.9.2 Exhibit Design/Fabrication. The contractor shall maintain the capability to create, develop, and coordinate new exhibit and display designs considering such things as aesthetics, costs, industry standards, efficient and cost-effective operations, audiences, safety, Americans with Disabilities Act requirements and guidelines, Agency themes and messages, and MSFC's mission assignments. The contractor shall manage a shop operation that provides timely design, fabrication and maintenance to new and existing exhibits, displays, layout for media and public exhibit information materials, including minor updates and changes as required. The contractor shall incorporate visual, audio, and hands-on materials and effects (i.e., space hardware, scale models, computer programs, live demonstrations, hands-on displays, photographs, illustrations, transparencies, slides, models, typography, dioramas, video productions, animation, creative lighting, sound effects, music, narration, etc.) into new and existing exhibits. The contractor shall maintain the capability to produce, repair or purchase models, limited exhibit graphics, special Center mementos for official Center presentations, or mounted, matted, and/or framed photographs. The contractor shall possess skills to include, but not limited to, computer routing, milling, welding (including aluminum), woodworking, painting, casting, 3-D graphic design, large format printing, model making, audiovisual operation and electronics integration. The contractor shall ensure exhibits are designed to maximize efficient maintenance, shipping, setup, teardown, and storage. The contractor shall ensure that all exhibits receive safety assessments and certifications prior to first use. The contractor shall coordinate and prepare exhibits for loan and shipping; assemble and disassemble exhibit items locally, nationally, and occasionally internationally; perform minor at-site repair of exhibit hardware; and ensure the safe operation of all exhibits. The contractor shall take the necessary measures during the physical maintenance of the exhibit hardware review to prevent property losses or damages.

5.9.2.1 The contractor shall possess the ability to trouble shoot computer networking with approved computer operations systems; repair and maintain multiple projector operations; construct and install exhibit structures; electric wiring and fixtures using hand and power tools; analyze sketches or scale drawings for temporary or permanent display of exhibit structures and determine amount and cost of material required.

5.9.2.2 The contractor shall inform the Government when exhibit updates and changes are needed and recommend when decommissioning is required.

5.9.2.3 The contractor shall maintain in good repair the graphics, models, and hardware assigned to the contract on display in the "Heritage Gallery", building 4200 Lobby, the U.S. Space and Rocket Center (USSRC), and other designated exhibit locations.

5.9.2.4 The contractor shall implement exhibit operations for on-Center and the Marshall Visitor Center at the USSRC, static displays and events; and community events.

## **6.0 Materials and Supplies**

The contractor shall be required to purchase materials and supplies at the request of the Government in support of the PWS.

## **7.0 Travel and Training**

The contractor shall be required to purchase travel and training at the request of the Government in support of the PWS.

## **8.0 Indefinite Delivery Indefinite Quantity (IDIQ)**

The Contractor shall provide support in accomplishing strategic analysis and communication activities which cannot be sufficiently identified or quantified in advance within the fixed-price mission portion of the PWS. The contractor may be required to provide competencies to include, but not limited to, communications subject matter expertise, event management/coordination, technical documents and products development, communication strategists, exhibit outreach coordinators/operators, and support for unplanned/emergency activities.

IDIQ – Communication Subject Matter Expertise. Support MSFC in the strategic analysis and development of external environment profiles or special topic research.

IDIQ - Event Coordination. Support MSFC in coordinating, facilitating, and implementing event management activities in support of MSFC sponsored Center and special events. Provide support for multiple events occurring at the same time and at various locations. Events may be on-site in the local commuting area or at a remote location requiring overnight stays. Maintain contacts, technical experts, purchasing sources, and other resources to respond rapidly to last minute or quick-turnaround requirements. Support and coordinate MSFC vendor services, including filling out all necessary paperwork, and procuring services in a timely manner. Provide special event coordination to meetings, display areas, outdoor activities, and other on-site and off-site events. Coordinate with the requestor to determine event needs. Support and coordinate all event logistical requirements. Arrange all logistics associated with organizing programs and events to include: catering, room and speaker support, audiovisual needs, including photography, audio-video; coordinating all necessary arrangements with facilities, graphic needs, and janitorial requirements to support an event. Coordinate all requirements from beginning to completion, and assure their quality during the event.

IDIQ-Technical Documents and Products. Provide writing and editing support for technical document and product development in highly specialized scientific and technical areas. Write and edit material for keynote speakers, panel leaders, and technical presenters, and other subject-matter-experts in support of technical and industry reviews, status meetings, and conferences. Compile technical papers, fact sheets, technical summaries, meeting minutes, action items, and other relative documentation that describes detailed scientific and technical activities.

IDIQ Customer Communication Integration. Manage and coordinate the full spectrum of communication capabilities to include, but not limited to, scientific, technical, media, exhibits, presentations and collateral products that meet the requirements of the program Government manager. Develop long-range strategic communication plans to educate and inform program stakeholders, including senior NASA leadership, members of Congress and the general public. Contribute to high-level executive communications, including action responses, articles, key messages, speeches, communication plans, and coordinate in-reach activities.

IDIQ Outreach Coordination/Operation: Coordinate and operate all on-site and traveling exhibit programs for MSFC and its NASA customers. Plan and operate simultaneously traveling exhibit programs. Based on Government approved communication plans, organize and implement operational activities that support exhibits (identify and coordinate required staffing and support media interviews, editorial boards, school visits, special tours, demonstrations, lectures, talk show appearances, etc). Order and distribute publicity products to support exhibit events. Pack and/or transport exhibits locally, regionally, nationally and occasionally internationally.

Interact with the public and news media, serve as a NASA representative, and act as a tour-guide for all exhibit venues. Maintain knowledge of NASA/MSFC messages, NASA programs and projects. Convey NASA messages and technologies to the public in a professional and courteous manner as well as instructing other exhibit staff personnel.

Staff or arrange for staffing of all exhibits including coordination of contractor and Government support across the Agency and MSFC.

Plan, coordinate and staff exhibits, interact with the public, be responsible for the exhibit, and serve as a NASA representative at an event. Present lectures and demonstrations to general and technical publics and schools both at the exhibit and at other locations. Prepare and execute lesson plans and take graduate-level science and technical information and appropriately present it at levels that can be readily understood by people of different ages, backgrounds, and education levels.

Transport and deliver all traveling exhibits to scheduled display sites. Responsibilities include, but not limited to, consideration of all variables that will affect route time to the event; driving NASA provided vehicles; maintaining functionality of the exhibit set-up, support, and disassembly (such as exterior and interior audio visual equipment, electrical hook ups and access to power outlets, exterior exhibits, and disassembly in preparation for safe transport to other designated venues or safe holding); configuring the exhibit to support the duration of each scheduled event; maintaining the exhibit so that the interior and exterior of the entire exhibit are clean and ready at all times; coordinating and verifying with host sites the logistics requirements

related to placement of the exhibit and operations (such as level parking, clearance, and safety concerns); and supporting the exhibit team in scheduling and booking arrangements, metrics, and reports.

IDIQ - Unplanned/Emergency Activities. Develop and coordinate activities as necessary for the planning and execution of unplanned/emergency activities. Unplanned activities are those discovered reasonably in advance yet were not described in the PWS. Unplanned/Emergency activities are those types of occurrences which cannot be planned and arise unannounced.

IDIQ Surge Exhibit Support: The contractor shall manage, design, fabricate and operate excess MSFC, program, project and NASA Headquarters' exhibits additionally, conduct the implementation of multiple simultaneous exhibit programs throughout the contract performance. Shall respond to all additional exhibit requirements, including those with rapid turn-around, in a timely manner and as resources permit. Shall arrange for support and material for all aspects of exhibit management, including static and traveling exhibits, metrics and reports, communication workshops or other such outreach activities.

IDIQ SLS Messaging Support: The contractor shall provide a message implementation style guide and a one-half-day training session for the SLS strategic communications team, using six product samples to show how the style guide is to be used in preparing future communication products. The six proofs of concept will include: (1) ambassadors briefing for the general public, (2) brochure, (3) information folder, (4) info-graphic, (5) lithograph, and (6) template for monthly Highlights newsletter.

IDIQ Communication Subject Matter Expert (SME) Support: The contractor shall provide Subject Matter Experts (SME) support to Marshall Space Flight Center for Communication needs. Some of the needs required are: advanced strategic thinking and planning; advanced oral and written communication skills; senior professionals who are proactive and results-oriented with solid supervisory skills and demonstrated experience interfacing with senior management; advanced problem solving skills. They may be required to research, recommend, and execute communication strategies and plans targeted to internal and external audiences through a variety of communication tools, techniques, approaches, products, and services.

**ATTACHMENT J-1  
APPENDIX A  
PWS ADDENDUM**

**COMMSS APPROACHES AND INNOVATIONS**

Pages 100 through 102 redacted for the following reasons:

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(b)(4)

ATTACHMENT J-2  
DATA PROCUREMENT DOCUMENT

George C. Marshall Space Flight Center  
Marshall Space Flight Center, AL

Office of Strategic Analysis and Communications  
(OSAC)  
Strategic Analysis and Communications  
Support Services  
(COMMSS)

**NNM12AA53C**

CONTRACT/RFP

EXHIBIT NUMBER

**J-2**

ATTACHMENT NUMBER

**Strategic Analysis and Communications Support  
Services (COMMSS)**

PROJECT/SYSTEM

***DATA PROCUREMENT DOCUMENT***

**Analytical Services, Incorporated**

CONTRACTOR

**June 26, 2013**

DATE

National Aeronautics and  
Space Administration

National Aeronautics and Space Administration					DATA PROCUREMENT DOCUMENT	
<b>DOCUMENT CHANGE LOG</b>					NO.	ISSUE
					1411	Revision A
INCORPORATED REVISIONS				AS OF:		SUPERSEDING:
OUTSTANDING REVISIONS				06-26-13		PAGE:
				08-16-12		
AUTHORITY		PORTION AFFECTED - PAGE NO./NO.			REMARKS	
(DPD Revision)	INTRO	SGR	DRL	DRD		
Contract Mod. 0009 (Revision A)				1411MA-003	<p>Item 11: Changed "Ten calendar days following the end of each calendar year" <b>TO</b> "30th of each month".</p> <p>Item 12: Changed "Ten calendar days following the end of each calendar year" <b>TO</b> "30th of each month".</p>	

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>
CD	Contractual Data
LS	Logistics Support
MA	Management
SA	Safety

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

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

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

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

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

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

<u>TYPE</u>	<u>DESCRIPTION</u>
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1\* All issues and interim changes to those issues require written approval from the requiring organization before formal release for use or implementation.

- 2\* NASA reserves a time-limited right to disapprove in writing any issues and interim changes to those issues. The contractor shall submit the required data to NASA for review not less than 45 calendar days\*\* prior to its release for use. The contractor shall clearly identify the release target date in the “submitted for review” transmittal\*\*\*. If the data is unacceptable, NASA will notify the contractor within 45 calendar days\*\* from the date of submission, regardless of the intended release date\*\*\*. The contractor shall resubmit the information for reevaluation if disapproved. The submittal is considered approved if the contractor does not receive disapproval or an extension request from NASA within 45 calendar days\*\*.
- 3 These data shall be delivered by the contractor as required by the contract and do not require NASA approval. However, to be a satisfactory delivery, the data shall satisfy all applicable contractual requirements and be submitted on time.
- 4 These data are produced or used during performance of the contract and are retained by the contractor. They shall be delivered only when NASA requests in writing and shall be delivered in accordance with the instructions in the request. The contractor shall maintain a list of these data and shall furnish copies of the list to NASA when requested to do so.
- 5 These data are incidental to contract performance and are retained by the contractor in those cases where contracting parties have agreed that formal delivery is not required. However, the Contracting Officer or the Contracting Officer’s Technical Representative (COTR) 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 Statement of Work, and form a part of the DPD to the extent specified herein. Applicable documents listed in Item 15.2 of a DRD are applicable only to the preparation of the deliverable documentation described by that DRD.

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

## 2.2 Subcontractor Data Requirements

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

2.2.2 Reference to subcontractor data in the contractor's responses is permissible, providing the references are adequate and 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. 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 When electronic data deliverables are transmitted directly to the MSFC Repository, the Digital Asset Manager web interface shall be utilized. Instructions for electronic data submittals can be found at [http://avmcc.msfc.nasa.gov/repository/repository\\_submittal.php](http://avmcc.msfc.nasa.gov/repository/repository_submittal.php). Document submitters to the Repository must register for a MSFC EDMS (Documentum) user account, through the Identity Management and Account Exchange (idMAX) system. 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:
- a. Method of reproduction – offset/xerography.
  - b. Finished size – 8 1/2” X 11”.
  - c. Paper – 20-pound opaque bond.
  - d. Cover – Litho cover stock.
  - e. Pages shall be printed on both sides; blank pages shall be avoided when possible.
  - f. Oversize pages shall be avoided when possible, but if necessary shall be folded to 8 1/2” X 11”.
  - g. Binding shall be the most economical method commensurate with the size of the report and its intended use.
- 2.5 Contractor’s Internal Documents: The contractor’s internal documents shall be used to meet the data requirements of this DPD unless a specific format is required by the applicable DRD.
- 2.6 Document Identification: Type 1 and 2 documents published by the contractor and submitted in response to the data requirements of this DPD shall be identified within an organized identification numbering system prescribed to NASA by the contractor and, if applicable, as approved by NASA. For all data types, the document number, change legend, date, and title constitute the minimum identification of the specific document and shall appear on the cover and title page. The contract number shall also appear on the cover and title page as separate markings. The originator and organization shall be included on the title page. The document number, change legend, and date shall appear on each page of the document. In the front matter of each document, identify the DPD number and applicable DRD number(s) required for document preparation. Successive issues or revisions of documents shall be identified in the same manner as the basic issue and shall have appropriate change identification. Drawings and ECP’s are excluded from the marking provisions of this paragraph. All Type 1 documentation, excluding configuration management requirements, shall be marked “PRELIMINARY PENDING NASA APPROVAL,” and once approved shall be reissued with “APPROVED BY NASA” and the date and approval authority annotated on the cover.
- 2.7 Reference to Other Documents and Data Deliverables in Data Submittals: All referenced documents shall be made readily available to the cognizant NASA organization upon request. The contractor shall 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 2.6 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.

**Strategic Analysis and Communications Support Services (COMMSS)**

**Data Requirements List**

<u>DRD</u>	<u>DATA TYPE</u>	<u>TITLE</u>	<u>OPR</u>
CD – Contractual Data 1411CD-001	3	On-Site Employee Location Listing	PS12
LS – Logistics Support 1411LS-001	2	Government Property Management Plan	AS41
MA – Management 1411MA-001	1	Management Plan	CS01
1411MA-002	3	Monthly Technical Progress Reports	CS01
1411MA-003	3	Quarterly/Annual Self-Evaluation and Monthly Work Order Progress Reports	CS01
1411MA-004	3	Contractor Employee Clearance Documents	AS50
1411MA-005	2	Organizational Conflict of Interest (OCI) Plan	LS01/PS33
SA – Safety 1411SA-001	2	Safety, Health, and Environmental (SHE) Plan	AS10/QD12
1411SA-002	3	Mishap and Safety Statistics Reports	QD12

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1411                    **ISSUE:** Revision A
2. **DRD NO.:** **1411CD-001**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 06-26-13
5. **PAGE:** 1/1
  
6. **TITLE:** On-Site Employee Location Listing
7. **DESCRIPTION/USE:** To assist Marshall Space Flight Center (MSFC) in conducting contractor floor checks.
8. **OPR:** PS12                    9. **DM:** CS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Fifteenth of month following first month of operation after full contract assumption
12. **SUBMISSION FREQUENCY:** Update quarterly. 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*.
14. **INTERRELATIONSHIP:** PWS paragraph 2.0
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The On-Site Employee Location Listing shall provide MSFC with a list of all on-site contractor employees working under this contract and their designated locations.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The On-Site Employee Location Listing shall include the following information for each employee: employee's name, position, location (building/room number), shift assignment, supervisor's name, and supervisor's location (building/room number).
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** None required

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1411                      **ISSUE:** Revision A
2. **DRD NO.:** **1411LS-001**
3. **DATA TYPE:** 2
4. **DATE REVISED:** 06-26-13
5. **PAGE:** 1/1
  
6. **TITLE:** Government Property Management Plan
7. **DESCRIPTION/USE:** To describe the method of controlling and managing Government property.
8. **OPR:** AS41                      9. **DM:** CS01
10. **DISTRIBUTION:** Cognizant property administrator
11. **INITIAL SUBMISSION:** Draft at Phase-in; Final due 30 days after full contract assumption
12. **SUBMISSION FREQUENCY:** Revise as required
13. **REMARKS:** This document shall be the official contract requirements document for the control and identification of all Government property.
14. **INTERRELATIONSHIP:** PWS paragraph 2.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Government Property Management Plan defines the contractor's methods of care, accounting, and control of Government property.
- 15.2 **APPLICABLE DOCUMENTS:**

FAR	<i>Federal Acquisition Regulation, Part 45</i>
FAR	<i>Federal Acquisition Regulation, Part 52.245</i>
NFS 1852.245	<i>NASA/FAR Supplement and latest revisions thereto</i>
NFS 1852.245-80	<i>NASA FAR Supplement, Government Property Management Information (PIC 07-09)</i>
NPR 4100.1	<i>Supply Support and Material Management Policy</i>
NPR 4200.1	<i>Equipment Management</i>
NPR 4300.1	<i>NASA Personal Property Disposal Policy</i>
NPR 5100.4	<i>Federal Acquisition Regulation Supplement (NASA/FAR Supplement) [48 CFR 1800-1899] (REVALIDATED 9/16/2008)</i>
- 15.3 **CONTENTS:** The Government Property Management Plan shall satisfy the requirements of the documents listed in 15.2, and the contract. This plan shall consist of those procedures which constitute the contractor's property management system and shall include the following categories:
  - a. Property management.
  - b. Acquisition.
  - c. Receiving.
  - d. Identification.
  - e. Records.
  - f. Movement.
  - g. Storage.
  - h. Physical inventories.
  - i. Reports.
  - j. Consumption.
  - k. Utilization.
  - l. Maintenance.
  - m. Subcontractor control.
  - n. Disposition.
  - o. Contract close-out.
- 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.:** 1411                      **ISSUE:** Revision A
2. **DRD NO.:** **1411MA-001**
3. **DATA TYPE:** 1
4. **DATE REVISED:** 06-26-13
5. **PAGE:** 1/1
  
6. **TITLE:** Management Plan
  
7. **DESCRIPTION/USE:** To provide a description of the Contractor's management system, organization and provide insight for accomplishing the requirements set forth in the contract.
  
8. **OPR:** CS01                      9. **DM:** CS01
  
10. **DISTRIBUTION:** Per Contracting Officer's letter
  
11. **INITIAL SUBMISSION:** Final 30 calendar days following start of Phase-in
  
12. **SUBMISSION FREQUENCY:** Revise as required
  
13. **REMARKS:**
  
14. **INTERRELATIONSHIP:** PWS paragraph 2.0
  
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Management Plan describes the Contractor's concept plans, practice, and approach for accomplishing the requirements set forth in the contract, i.e., managing and controlling project tasks, experimental work, management interfaces, and staffing. The plan shall be in such detail as necessary to convey the Contractor's internal procedures.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:**
  - a. The plan shall include a detailed description by which the Contractor proposes to accomplish each task down to the Level III WBS task level.
  - b. The plan shall also include a description of management concepts, plans, project management and task/control systems, organizational approach, and communication channels between the Contractor and the Government. This shall include descriptions, flow charts, schedules, and other documentation necessary to give a comprehensive plan of organization and accomplishment.
  - c. The plan shall include the Contractor's approach for risk assessment.
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1411                      **ISSUE:** Revision A
2. **DRD NO.:** **1411MA-002**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 06-26-13
5. **PAGE:** 1/2
6. **TITLE:** Monthly Technical Progress Report
7. **DESCRIPTION/USE:** To provide data for the assessment of contract and task order progress. To provide visibility to Contractor and MSFC Management of actual and potential problems and progress toward meeting the requirements of the contract.
8. **OPR:** CS01                      9. **DM:** CS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Monthly Technical Progress Report: Ten calendar days following the end of the full month after full contract assumption unless otherwise specified by the Contracting Officer. Monthly Contract and Task Order Report: Ten calendar days following the end of the first month after full contract assumption.
12. **SUBMISSION FREQUENCY:** Monthly Status Report: 10 calendar days following the end of each month. Monthly Contract and Task Order Report: The report shall be submitted ten calendar days following the end of each month.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraphs 2.0 and 2.4
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Monthly Technical Progress Reports shall provide a comprehensive status on the contract and each IDIQ task order in support of the PWS. Reports shall include the necessary information to assess status, and identify problems that need resolution for accomplishment of contract efforts.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Monthly Technical Progress Report shall contain the following information as a minimum:
  - a. The Monthly Status Report shall contain the following broken out by customer:
    1. Work accomplished for current reporting period, including a report of technical and schedule performance.
    2. Work planned for next reporting period.
    3. Current problems which impede performance or impact program schedule and proposed corrective action.
    4. Significant issues/problems and corrective action.
  - b. The Monthly Contract and Task Order Report shall contain the following:
    1. Contract number, task order number (as appropriate) and date of the order.
    2. Contract and Task Order ceiling price.
    3. Break out of firm fixed price labor, material and travel per month by contract and each task order.
    4. Cumulative break out of firm fixed price labor, material and travel by contract period and task order period.
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** None required

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1411
2. **DRD NO.:** 1411MA-003
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/4
6. **TITLE:** Quarterly Self-Evaluation and Monthly Work Order Progress Reports
7. **DESCRIPTION/USE:** To provide data for the assessment of contract progress. To provide visibility to Contractor and MSFC Management of actual and potential problems and progress toward meeting the requirements of the contract.
8. **OPR:** CS01
9. **DM:** CS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Quarterly Self Evaluation: Ten calendar days following the end of each calendar year quarter. Monthly Work Order Progress: Ten calendar days following the end of the first month after ATP.
12. **SUBMISSION FREQUENCY:** Quarterly Self Evaluation: Ten calendar days following the end of each calendar year quarter. Monthly Work Order Progress: Ten calendar days following the end of each month.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraphs 2.0 and 2.4
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Quarterly Self-Evaluation and Monthly Work Order Progress Reports shall provide a comprehensive status on all IDIQ tasks and work orders in support of the PWS. Reports shall include the necessary information to assess status, obtain required approvals from authorizing government officials, track cost and workforce information, and identify problems that need resolution for accomplishment of contract efforts.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Quarterly Self-Evaluation and Monthly Work Order Progress shall contain the following information as a minimum:
  - a. Quarterly Self-Evaluation/Metrics Reporting for each numbered itemed in this section below, the report is to include *Output Measurement*, *Outcome Measurement*, *Effectiveness of Communication Initiatives* (quantitative and qualitative measures), *Best Practices Identified*, and *Recommendations for Improved Impact*. (Specific *Output Measurement* and *Outcome Measurement* to be determined by OSAC management.) Examples are provided for each area below:
    1. **Executive Communications.**
      - (a) Output Measurements: Example - Number of speeches, Number of products developed exclusive of speeches.
      - (b) Outcome Measurement: Example - Attendees at speaking engagements, unique attendees at speaking engagements, and attendee feedback.
    2. **Environmental Monitoring.**
      - (a) Output Measurement: Example - Number of reports and topics addressed, number of profiles developed, number of senior management packages completed, and number of biographical stakeholder briefs completed.
      - (b) Outcome Measurement: Example - Senior management feedback.

## DRD Continuation Sheet

**TITLE:** Quarterly Self-Evaluation and Monthly Work Order  
Progress Reports

**DRD NO.:** 1411MA-003

**DATA TYPE:** 3

**PAGE:** 2/4

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

3. **Stakeholders Analysis.**

- (a) Output Measurement: Example - Number of executive summary reports, number of research products and topics addressed, distribution of products, time from product assigned to completion.
- (b) Outcome Measurement: Example - Customer feedback, research content integrated into communication products.

4. **Communication Strategy, Planning and Message Management.**

- (a) Output Measurement: Example - Number of strategic/tactical communication plans and topics addressed, updates/revision to plans, key messages developed, number of speakers bureau requests, speaker bureau requests supported, and topics addressed by speakers bureau participants.
- (b) Outcome Measurement: Example - Key messages integrated into communication products, and attendees at speaking events.

5. **Technical Document and Products.**

- (a) Output Measurement: Example - Number of technical papers/summaries, history papers and fact sheets completed, and responses to history requests.
- (b) Outcome Measurement: Examples - Attendees at technical events where papers are presented, etc.

6. **Employee Communication.**

- (a) Output Measurement: Example - Number of employee products completed. Existing products and examples include:
  - (1) Marshall Star – Number of Marshall Stars produced and posted, number of user sessions (online publication); number of articles with Marshall themes; and topics addressed.
  - (2) To the Point - Number of articles completed/posted; and topics addressed.
  - (3) Focus on Marshall - Broadcasts produced per quarter; and topics addressed.
- (b) Outcome Measurement: Example - Senior management feedback. Existing products and examples include:
  - (1) Marshall Star - number of user sessions (online publication).
  - (2) To the Point - number of user sessions/page views (online publication).
  - (3) Focus on Marshall - number of user sessions/page views (Inside Marshall).

7. **Media Operations.**

- (a) Output Measurement: Existing metrics include:
  - (1) Traditional Media: Number of Marshall news releases; number of media advisories (media alerts/invitations to Marshall events) Number of photo releases (written products supporting new NASA/Marshall imagery); Number of fact sheets (written products supporting MSFC technologies & capabilities); Number of Op-eds; Number of web releases to NASA/MSFC Portal; Distribution of media products; Number of HQ/Other NASA center-originated releases; Number of rereleased locally/regionally to media; Number of rereleased via social media outlets; Number of national media campaigns; Number of live TV interviews; Number of video files produced; Number of media queries; Number of Total media interviews (TV, print, radio, web only); Number of Media visits (to the Marshall Center and its affiliate facilities); Number of Press conferences (conducted by PECO supported by MSFC employees); Number of “This Week @ NASA” (total number of MSFC-focused segments aired); and Topics covered collectively by media products.
  - (2) Social Media: Blogs (Number of Marshall-managed blogs; Number of Marshall-originated postings); YouTube (Number of total postings to Marshall Channel; Reposting to NASA channel); Twitter (Number of Marshall tweets; Number of retweets to NASA Twitter); Facebook (Number of posts added); Flickr (Number of photos added); WebChats (Number of web chat events); Topics addressed collectively in social media products.

## DRD Continuation Sheet

**TITLE:** Quarterly Self-Evaluation and Monthly Work Order  
Progress Reports

**DRD NO.:** 1411MA-003

**DATA TYPE:** 3

**PAGE:** 3/4

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

- (b) Outcome Measurement: Existing metrics include:
  - (1) Traditional Media: Number of Total Marshall new items resulting (clips, postings, etc.); Total of estimated advertising value; Total of believability value; Number of Print Stories; Total potential circulation footprint; Total potential impressions; Number of Web stories; Total views; Number of television stories; Total potential household footprint; Total potential impressions; Number of live TV interviews; Total potential household footprint; Total potential TV impressions; Number of radio stories; Total radio stations potentially reached; Total potential household footprint; and Total potential radio impressions.
  - (2) Social Media: Blogs: (number of views, number of comments); YouTube (number of views, and number of subscribers); Twitter (number of followers; number of retweets and expanded follower base from retweets); Facebook (number of friends/fans, number of comments and “Like this” approvals); Flickr (number of friends, number of views, and number of favorites/comments); WebChats (number of web chant participants, and number of questions asked/answered).
- 8. Minority and Minority Supported Media Outreach.**
  - (a) Output Measurement: Examples - Total number of minority releases; Total minority-supported releases; Total Marshall distribution of minority releases; and Total Marshall distribution of minority-supported releases.
  - (b) Outcome Measurement: Example - Number of Total Marshall minority and minority supported new items resulting (clips, postings, etc.); Number of Print Stories; Total potential circulation footprint; Total potential impressions; Number of Web stories; Total views; Number of television stories; Total potential household footprint; Total potential impressions; Number of live TV interviews; Total potential household footprint; Total potential TV impressions; Number of radio stories; Total radio stations potentially reached; Total potential household footprint; and Total potential radio impressions.
- 9. Exhibit Operations (including Minority Exhibit Operations).**
  - (a) Output Measurement: Example - Total events supported; Total Exploration Experience trailer events supported; Total museum exhibits supported; and Total minority events supported.
  - (b) Outcome Measurement: Example - Total event attendance; Total people entering exhibits/booth; Total Exploration Experience trailer events attendance; Total museum attendance; Total people entering minority-related exhibits; and Total minority-related event attendance.
- 10. NASA Visitors Center at the U.S. Space and Rocket Center.**
  - (a) Output Measurement: Example – Total USSRC exhibits supported.
  - (b) Outcome Measurement: Example - Number of general attendance; Number of Space Camp attendance; and Total attendance.
- 11. Public Inquiries.**
  - (a) Output Measurement: Example – Number of requests received/answered; number of products provided; and average processing time.
  - (b) Outcome Measurement: Example – Customer feedback.
- 12. Freedom of Information Act Inquiries.**
  - (a) Output Measurement: Example - Number of requests received/processed; and average processing time.
  - (b) Outcome Measurement: Example – Customer feedback.
- 13. Center Collateral Development.**
  - (a) Output Measurement: Example - Total number of Center Collateral products – fact sheets, presentations, brochures, posters, animation/video; topics addressed; multi-purpose; diversity of audience identified for use of products; and distribution quantity/audience diversity
  - (b) Outcome Measurement: Example - Integration of product content, and website comments.

## DRD Continuation Sheet

**TITLE:** Quarterly Self-Evaluation and Monthly Work Order  
Progress Reports

**DRD NO.:** 1411MA-003

**DATA TYPE:** 3

**PAGE:** 4/4

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

14. **Customer Communication (Program/Project/Institutional Support Where Resourced).**

- (a) Output Measurement: Example - Total number of products produced by the communication strategists; Total number of products produced/distributed by the communication strategist by each program/projects; Number of action responses; Number of articles; Number of speeches; Number of communication plans; Number of revisions of the communication plans; Number of tactical plans; Number of in-reach activities; and Number of outreach activities.
- (b) Outcome Measurement: Example - Audiences reached, customer feedback, and technical papers selected for publication.

15. **Event Support.**

- (a) Output Measurement: Example - Total events planned; organizations supported; number of meetings supported; and events supported (onsite/offsite).
- (b) Outcome Measurement: Example Event attendees; and customer feedback.

b. **Monthly Work Order Progress:**

- 1. Work Order Number, Work Order Title, and Unique Project Number (UPN).
- 2. Labor hours, material price and travel price by contract period of all work orders issued under the contract by organization/customer.
- 3. Estimated and actual costs incurred for each work order.
- 4. Copies of all active work orders. Each work order shall provide the following information:
  - (a) Name of Government Requesting Official/Organization.
  - (b) Work Order Originator and date of order creation.
  - (c) Description of services to be performed and/or products to be delivered.
  - (d) Period-of-performance.
  - (e) Special instructions, rationale, and comments as applicable.
  - (f) Time limitations as applicable.
  - (g) Deliverables and milestone dates.
  - (h) Status Tracking, approval tracking, and revision tracking as applicable.

15.4 **FORMAT:** Quarterly Self-Evaluation. The Progress Report shall be in presentation chart format. Submittal shall be standard hard copy as the presentation, electronic submission or other media as directed by the Contracting Officer. Monthly Work Order Progress. Contractor format is acceptable.

15.5 **MAINTENANCE:** None required

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1411                    **ISSUE:** Revision A
2. **DRD NO.:** **1411MA-004**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 06-26-13
5. **PAGE:** 1/1
6. **TITLE:** Contractor Employee Clearance Document
7. **DESCRIPTION/USE:** To ensure that badged contractor employees who no longer require Center access properly clear all accounts when the access is no longer needed.
8. **OPR:** AS50                    9. **DM:** CS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Immediately when the access is no longer needed
12. **SUBMISSION FREQUENCY:** As required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 2.0
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Contractor Employee Clearance Document provides verification that all badged employees have properly cleared all accounts when the access is no longer needed.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Contractor Employee Clearance Document shall contain all the information required by MSFC Form 383-1.
- 15.4 **FORMAT:** MSFC Form 383-1, "Contractor Employee Clearance Document".
- 15.5 **MAINTENANCE:** None required

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1411                      **ISSUE:** Revision A
2. **DRD NO.:** **1411MA-005**
3. **DATA TYPE:** 2
4. **PAGE REVISED:** 06-26-13
5. **PAGE:** 1/2
  
6. **TITLE:** Organizational Conflict of Interest (OCI) Plan
7. **DESCRIPTION/USE:** To ensure OCIs are appropriately identified, resolved, and reported.
8. **OPR:** LS01/PS33                      9. **DM:** CS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Final 30 calendar days following start of Phase-in
12. **SUBMISSION FREQUENCY:** Revise as required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** Reference is made to K.2, Organizational Conflict of Interest (OCI)/Disclosure Certification. PWS paragraph 2.0
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Organizational Conflict of Interest (OCI) Plan describes the contractor's approach to identifying, resolving, and reporting all OCIs related to the solicitation and/or the contract.
- 15.2 **APPLICABLE DOCUMENTS:**  
FAR 9.5                                      *Organizational and Consultant Conflicts of Interest*
- 15.3 **CONTENTS:** The Organizational Conflict of Interest (OCI) Plan shall meet the requirements of FAR 9.5 and include the following:
  - 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. Identify 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.
  - i. Identify the strategy (e.g., avoidance, limitation on future contracting, mitigation, etc.) 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.

## DRD Continuation Sheet

**TITLE:** Organizational Conflict of Interest (OCI) Plan

**DRD NO.:** 1411MA-005

**DATA TYPE:** 2

**PAGE:** 2/2

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

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

15.5 **MAINTENANCE:** Changes shall be incorporated as required by complete reissue.

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1411                      **ISSUE:** Revision A
2. **DRD NO.:** **1411SA-001**
3. **DATA TYPE:** 2
4. **DATE REVISED:** 06-26-13
5. **PAGE:** 1/5
  
6. **TITLE:** On-site Safety, Health, and Environmental (SHE) Plan
  
7. **DESCRIPTION/USE:** A contractor generated document that is written specifically by the contractor for the work that will be conducted on-site at Marshall Space Flight Center (MSFC) or at Michoud Assembly Facility (MAF) over the duration of this contracted effort. The contractor's SHE plan shall describe the specific approach the contractor will use to implement their SHE program at MSFC or MAF while also ensuring it is compliant with the MSFC SHE Core Program Requirements (CPRs), MSFC or MAF SHE related applicable documents, and the MSFC or MAF Quality Management System. The contractor's SHE Plan shall describe how the contractor will (1) provide a workplace that is incident and injury free by (a) preventing employee fatalities, (b) reducing the number of incidents, and (c) reducing the severity of employee injuries and illnesses, and (2) protect the environment by complying with the MSFC or MAF Environmental Management System 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:** CS01
  
10. **DISTRIBUTION:** Per Contracting Officer's (CO) letter
  
11. **INITIAL SUBMISSION:** Final at quote
  
12. **SUBMISSION FREQUENCY:** After initial submission, when any new or revised proposed or previously approved SHE Plan is requested or required by the CO, Contracting Officer's Technical Representative (COTR), solicitation, or award or is otherwise required.
  
13. **REMARKS:**
  
14. **INTERRELATIONSHIP:** NFS 1852.223-70, *Safety and Health*; NFS 1852.223-73, *Safety and Health Plan*; NFS 1823.223-74, *Drug-and alcohol-free workforce*; FAR 52.204-4, *Printed or Copied Double-Sided on Recycled Paper*; FAR 52.223-3, *Hazardous Material Identification and Material Safety Data*; FAR 52.223-9, *Estimate of Percentage of Recovered Material Content for EPA-Designated Products*; FAR 52.223-10, *Waste Reduction Program*; FAR 52.223-14, *Toxic Chemical Release Reporting*; FAR 52.223-15, *Energy Efficiency in Energy-Consuming Products*; FAR 52.223-17, *Affirmative Procurement of EPA-designated Items in Service and Construction Contracts*; MSFC 52.223-90, *Asbestos Material*; MSFC 52.223-91, *Hazardous Material Reporting*; MSFC 52.223-92, *Environmental – General Clause*. DRD 1411SA-002, *On-site Mishap and Safety Statistics Report*. PWS paragraph 2.3
  
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Safety, Health, and Environmental (SHE) Plan shall describe the specific methods the contractor will implement for planning, controlling and enforcing their industrial safety, occupational health, and environmental requirements over the duration of this contracted effort while also ensuring compliance with the MSFC SHE Program requirements.
  
- 15.2 **APPLICABLE DOCUMENTS:** Code of Federal Regulations (CFR) and listed consensus standards are applicable to all contracts to the extent specified or referenced in the contract. NASA and MSFC documents are applicable to all contracts performed at MSFC and at MAF to extent specified or referenced in the contract.  
29 CFR Part 1910                      *Department of Labor; Occupational Safety and Health Administration Standards for General Industry*  
29 CFR Part 1926                      *Department of Labor; Occupational Safety and Health Administration Standards for Construction Industry*  
CFR Title 40 Parts 1-1068                      *Protection of Environment*

## DRD Continuation Sheet

TITLE: On-site Safety, Health, and Environmental (SHE) Plan

DRD NO.: **1411SA-001**

DATA TYPE: 2

PAGE: 2/5

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

ANSI Standards applicable to the scope of this contract

NFPA Standards

*National Fire Codes*

Executive Order 13423

*Strengthening Federal Environmental, Energy, and Transportation Management Plan for a Drug-Free Workplace*

NPR 3792.1

*NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping*

NPR 8621.1

*NASA Policy for Safety and Mission Success*

NPD 8700.1

*Agency Risk Management Procedural Requirements*

NPR 8000.4

*NASA Occupational Safety and Health Programs*

NPR 8715.1

*NASA General Safety Program Requirements*

NPR 8715.3

*Marshall Quality Management System Manual*

MPD 1280.1

*MSFC Smoking Policy*

MPD 1800.1

*MSFC Environmental Health Program*

MPD 1840.1

*MSFC Hearing Conservation Program*

MPD 1840.2

*MSFC Respiratory Protection Program*

MPD 1840.3

*Radiation Safety Program*

MPD 1860.2

*MSFC Environmental Management Policy*

MPD 8500.1

*MSFC Energy and Water Management Program*

MPD 8570.1

*MSFC Emergency Plan*

MPR 1040.3

*Bloodborne Pathogens and Biohazardous Materials*

MPR 1800.1

*MSFC Ergonomics Program*

MPR 1800.2

*MSFC Sanitation Program*

MPR 1800.3

*MSFC Occupational Medicine*

MPR 1810.1

*MSFC Confined Space Entries*

MPR 1840.1

*MSFC Hazard Communication Program*

MPR 1840.2

*MSFC Hazardous Chemicals in Laboratories Protection Program*

MPR 1840.3

*MSFC Asbestos Program*

MPR 1840.4

*MSFC Radiation Safety Procedural Requirements*

MPR 1860.1

*Nonionizing Radiation Safety*

MPR 1860.2

*Training*

MPR 3410.1

*MSFC Environmental Management Program*

MPR 8500.1

*MSFC Environmental Management System (EMS)*

MPR 8500.2

*Marshall Safety, Health and Environmental (SHE) Program*

MPR 8715.1

*Automated External Defibrillator (AED) Program*

MWI 1810.1

*Personnel Certification Program*

MWI 3410.1

*Green Purchasing Program*

MWI 8540.2

*Waste Management*

MWI 8550.1

*Storm Water Management*

MWI 8550.2

*Wastewater Compliance*

MWI 8550.3

*Air Emissions Compliance*

MWI 8550.4

*Chemical Management*

MWI 8550.5

*Mishap and Close Call Reporting and Investigation Program*

MWI 8621.1

*Electrical Safety Program*

MWI 8715.1

*Control of Hazardous Energy (Lockout/Tagout) Program*

MWI 8715.2

*Hazard Identification & Warning System*

MWI 8715.3

*Personal Protective Equipment (PPE) and Systems*

MWI 8715.4

*Area/Building Manager Program*

MWI 8715.5

*Explosives, Propellants, & Pyrotechnics Program*

MWI 8715.10

*Fire Safety Program*

MWI 8715.11

*Safety, Health, and Environmental-Finding Tracking System (SHEtrak)*

MWI 8715.12

*Safety Concerns Reporting System (SCRS)*

MWI 8715.13

*Ground Operations Safety Assessment Program*

MWI 8715.15

## DRD Continuation Sheet

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

**DRD NO.:** 1411SA-001

**DATA TYPE:** 2

**PAGE:** 3/5

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

MWI 8715.16                      *Supervisor Safety, Health and Environmental (SHE) Visits*  
MWI 8715.17                      *Hazardous Operations Readiness Review Program*

15.3 **CONTENTS:** The contractor's Safety, Health, and Environmental (SHE) Plan shall be written specifically for the work to be conducted at MSFC or MAF over the duration of this contracted effort. The plan shall provide a clear description of the contractor's approach for (1) Implementing their SHE program at MSFC or MAF, (2) Providing a workplace that is incident and injury free by (a) preventing employee fatalities, (b) reducing the number of incidents and (c) reducing the severity of employee injuries and illnesses, (3) Protecting the environment by complying with the MSFC or MAF's Environmental Management System, and (4) The methods for ensuring their SHE program is maintained compliant with (a) the MSFC SHE Core Program Requirements (CPR), (b) the applicable SHE related documents listed in 15.2 to the extent specified or referenced as applicable to this contracted effort and (c) the MSFC or MAF Quality Management System. (**NOTE:** A contractor's corporate SHE plan is not considered as being written specifically for the work to be conducted at MSFC or MAF and shall not be submitted for consideration).

a. CPR 1 - Management Leadership and Employee Involvement:

1. A description of the contractor's safety, health and environmental policy and their management's commitment to ensure the following: (1) A visible and proactive culture in the workplace that values the safety and health of their employees, (2) A safe and healthful workplace is provided for their employees, customers, and public that is free from incidents and injuries, (3) The safety performance of subcontractors or teammates is evaluated prior to their selection and over the duration of this contracted effort, when applicable, and (4) Property and the environment is protected over the duration of this contracted effort.
2. A description of how the contractor will ensure their work activities, operations, procedures and processes are conducted in compliance with EPA, OSHA, NASA, MPR 8715.1, all MSFC SHE documents listed in 15.2 that contain requirements specified or referenced as applicable to this contracted effort and the MSFC or MAF Quality Management System.
3. A description of how the contractor will ensure employees are encouraged to participate and be involved in their SHE Program (e.g., participate in safety committees, worksite inspections, accident investigations, the development of job hazard analysis, provide suggestion for improvements to their SHE program and report hazardous working conditions).
4. A description of how the contractor will ensure managers and employees are (1) Encouraged to take responsibility for their safety and health and that of other employees, (2) Encouraged to make safety a priority in the performance of their work processes, (3) Held accountable to perform their jobs/tasks in a safe and healthful manner while also protecting property and the environment, (4) Fully aware of and understand their roles and responsibilities in their SHE Program, and (5) Proactive in ensuring these responsibilities and accountabilities, including the disciplinary policy/program, are flowed-down to subcontractors and teammates over the duration of this contracted effort, when applicable.
5. A description of how the contractor will ensure monthly SHE meetings and awareness training is provided to employees and documented. (**NOTE:** Contractors located on-site at MSFC or MAF, when applicable, shall document their monthly SHE awareness training/meeting in the MSFC Supervisors Safety Web page (SSWP)).
6. A description of how the contractor will conduct self evaluations of their SHE Program in order to determine its effectiveness. Provide the frequency of these self evaluations and how they are documented.
7. A description of how the contractor will collect feedback from employees to obtain their perception of the effectiveness in their SHE Program. Provide the frequency of when this feedback is collected.
8. A description of how the contractor will ensure their SHE plan is maintained current with contract, NASA and MSFC requirements, and is reviewed and updated as necessary. Provide the frequency of when this review is conducted.
9. Provide the identification, by title, of the individual assigned by the contractor to be responsible to implement the contractor's SHE program elements and designated to serve as the day-to-day SHE Point of Contact (POC) for this contracted effort.

## DRD Continuation Sheet

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

**DRD NO.:** 1411SA-001

**DATA TYPE:** 2

**PAGE:** 4/5

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

b. CPR 2 - Worksite Analysis:

1. A description of how the contractor will ensure each supervisor conducts and documents monthly worksite safety inspections and safety visits to ensure (1) Employees are provided with safe and healthful working environment, (2) Unsafe and unhealthful conditions are corrected within a timely manner when they are discovered, and (3) Employees are performing their jobs/tasks/operations in a safe and healthful manner. **(NOTE:** Contractor supervisors' located on-site at MSFC or MAF, when applicable, shall perform safety inspections and visits once per month per supervisor and document the results of these visits in the MSFC SSWP, in accordance with MPR 8715.1 and MWI 8715.16).
2. A description of how the contractor will ensure employees are encouraged to report, without the fear of reprisal from management, any condition that they feel is hazardous or unsafe and receive a timely and appropriate response to investigate and correct the condition. Provide a description of how these reports are documented and tracked to closure. **(NOTE:** Contractors located at MSFC and MAF, when applicable, can use the reporting process described in MWI 8715.13 as their employee safety concern reporting system).
3. A description of how the contractor will ensure all mishaps and close calls are reported, documented, and investigated to the extent necessary to determine the proximate or root cause(s) of the mishap or close call. **(NOTE:** Reference DRD 1411SA-002, *On-site Mishap and Safety Statistics Report*, NPR 8621.1 and MWI 8621.1).
4. A description of the contractor's policy for conducting 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 causing the mishap. **(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 by the government and the results of these tests shall be provided to the MSFC Contracting Officer. See NPR 3792.1, NPR 8621.1 and MWI 8621.1).

c. CPR 3 - Hazard Prevention and Control:

1. A description of how the contractor will ensure they are fully compliant with the MSFC SHE documented programs and processes listed in 15.2 that contain requirements specified or referenced as applicable to this contracted effort (e.g., Personal Protective Equipment (PPE), Respiratory Protection, Hazard Communication, Confined Space Entry, Control of Hazardous Energy (Lockout/Tagout), Bloodborne Pathogens).
2. A description of how the contractor will ensure an emergency management program is implemented at their worksite that will ensure (1) All types of emergencies that can occur during this contracted effort (e.g., fire, chemical spill, accidents, natural disasters) are responded to, (2) All employees are informed and made aware of what they are to do in the event of an emergency, and (3) who employees are to contact in the event an emergency. **(NOTE 1:** Contractors located at MSFC and MAF, when applicable, can elect to use MPR 1040.3 as their emergency management program). **(NOTE 2:** A list of emergency phone numbers and points-of-contacts is to be posted at the worksite for employee reference).
3. A description of how the contractor will ensure safety, health, and environmental services that are applicable to this contracted effort are provided at the worksite over the duration of this contracted effort (i.e., hazardous waste disposal, industrial hygiene monitoring, emergency medical support, hearing conservation program, respiratory protection, and hazard communication, etc.). Provide a list of the safety, health and environmental services that are not being requested to be provided by MSFC or MAF and will be provided at the worksite by the contractor, when applicable.

d. CPR 4 - Safety, Health and Environmental Training:

1. A description of how the contractor will ensure each contractor employee is informed, trained, and knowledgeable (1) to recognize hazardous conditions in the workplace, (2) to recognize signs and symptoms of workplace-related illnesses, and (3) to understand the safe work practices and procedures used in the workplace. **(NOTE:** Contractors shall maintain a record of this training and provide to the Government, when requested).

## DRD Continuation Sheet

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

**DRD NO.:** 1411SA-001

**DATA TYPE:** 2

**PAGE:** 5/5

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

2. A description of how the contractor will ensure each contractor employee is informed and trained to fully understand they are empowered and authorized to “stop or halt” any activity when they have reason to suspect that the activity is being conducted in an unsafe or unhealthy manner. (**NOTE 1:** When an activity is “stopped or halted” the activity cannot resume until the unsafe condition has been corrected. At MSFC the Industrial Safety Branch shall be notified and at MAF the S&MA representative shall be notified). (**NOTE 2:** Contractors shall maintain a record of this training and provide documentation of this training to the Government, when requested).
  3. A description of how the contractor will ensure the contractor’s disciplinary policy/program is equitably enforced and clearly communicated to employees, so that each employee is trained and fully understands (1) The contractor’s disciplinary policy/program, (2) The actions that can be taken by the contractor when an employee is discovered not following safety, health, and environmental policies, procedures and rules, and disciplinary actions are warranted, and (3) How the contractor’s disciplinary policy/program is flowed-down to subcontractors or teammates over the duration of this contracted effort, when applicable. (**NOTE:** Contractors shall maintain a record of this training and provide to the Government, when requested).
  4. A description of how the contractor will ensure that (1) each operation/job is evaluated to identify the specific training required for employees to safely perform the operation/job in support of this contracted effort and (2) employees are provided the specific training prior to performing the operation/job. (**NOTE 1:** At a minimum the training shall include an emphasis of the specific safety and health hazards, emergency operations including shutdown, and safe work practices applicable to the operation/job). (**NOTE 2:** Contractors located at MSFC and MAF, when applicable, are to document this evaluation by using the MSFC SHE Training Assessment tool located on the MSFC Supervisor Safety Web Page (SSWP)). (**NOTE 3:** Contractors shall maintain a record of this training and provide to the Government, when requested).
  - e. CPR 5 - Environmental Management System: A description of how the contractor will ensure compliance with environmental laws and regulations CFR Title 40 Parts 1-1068, Alabama Department of Environmental Management (ADEM), Executive Order 13423 and 13514, MPR 8500.1 and MPR 8500.2 by:
    1. Implementing and reporting green procurements in accordance with MWI 8540.2.
- 15.4 **FORMAT:** Contractor format is acceptable, but it is recommended for the contractor to follow the order of MSFC SHE CPRs as they are shown 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. The contractor’s SHE plan submitted in accordance with this DRD shall be written specifically for the work being performed by the contractor in support of this contracted effort. Corporate SHE plans are prohibited from being submitted. (**NOTE:** see 7 and 15.3)
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1411                      **ISSUE:** Revision A
2. **DRD NO.:** **1411SA-002**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 06-26-13
5. **PAGE:** 1/3
  
6. **TITLE:** On-site Mishap and Safety Statistics Reports
  
7. **DESCRIPTION/USE:** To provide initial and follow-up reporting of mishaps, close calls, serious non-occupational injuries or illnesses, and contractor monthly safety metrics to the government for contractors that are physically located at MSFC or MAF.
  
8. **OPR:** QD12                      9. **DM:** CS01
  
10. **DISTRIBUTION:** Per Contracting Officer's letter
  
11. **INITIAL SUBMISSION:**
  - a. **Safety Statistics** shall be submitted by the 10<sup>th</sup> day of each month after Authority to Proceed (ATP) or contract award. The safety statistics shall be for the contractor's previous month's work. Contractor located at MSFC shall send the monthly safety statistics to the MSFC Industrial Safety Branch. Contractors located at Michoud Assembly Facility (MAF) shall send the monthly safety statistics to the MSFC Safety and Mission Assurance (S&MA) representative located at MAF, unless directed to send it to the MSFC Industrial Safety Branch.
    1. Safety statistics shall be reported using MSFC Form 4371 or an equivalent electronic notification system that includes all of the information listed in 11.a.2.
    2. Safety statistics reports shall include: contract number, subcontractors, NAISC codes and the following for the reporting period: 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 Mishap or Close Calls:** The initial reporting shall be 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 and close calls the initial notification can be made by calling the MSFC Safety Hotline (256) 544-0046. At MAF call the MSFC S&MA representative located at MAF at (504) 257-2526. Initial reporting can also be accomplished by one of the following methods:
    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."
    2. Calling the MSFC Safety Hotline (256) 544-0046, At MAF call the MSFC S&MA representative located at MAF at (504) 257-2526.
    3. Direct input into the NASA Incident Reporting Information System (IRIS) by the contractor designated IRIS representative. Access to the IRIS database can be obtained by contacting the MSFC S&MA IRIS Administrator or the MSFC Mishap Investigation Program Manager after contract award. Both are located in the MSFC Industrial Safety Branch.
  - c. **Initial reporting for Type C that does not involve a lost time injury or illness, Type D, and Low-Visibility Mishap or Close Calls** 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 one of the methods listed in section b. At MAF call the MSFC S&MA representative located at MAF at (504) 257-2526 or use one of the methods listed in section b.
  - d. **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.

## DRD Continuation Sheet

**TITLE:** On-site Mishap and Safety Statistics Reports

**DRD NO.:** 1411SA-002

**DATA TYPE:** 3

**PAGE:** 2/3

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

- e. **Initial reporting of a non-work-related fatality or serious injury or illnesses that occur to contractor employee while working on-site shall be within 24 hours** of occurrence or awareness of injury by:
  - 1. Notifying the Contracting Officer and MSFC Industrial Safety Branch at (256) 544-0046. At MAF notify the MSFC S&MA representative located at MAF at (504) 257-2526.
- f. **Follow-up reporting:**
  - 1. **All Mishaps (Type A, Type B, Type C, and Type D) and Close Calls:** A follow-up report or update into IRIS **within 24 hours** after the initial notification to the MSFC Industrial Safety Branch or at MAF the MSFC S&MA representative located at MAF by the contractor designated IRIS representative, or electronic submittal to MSFC Industrial Safety Branch.
  - 2. **Type A, Type B, and High-Visibility Mishaps and Close Calls with a Mishap Investigation Board Report:** submitted after completion of investigation. Corrective Action Plan submitted within the timeline specified by Investigation Appointing Official upon Endorsing Official approval.
  - 3. **All Mishaps:** Follow-up Corrective Action Plan/Status 30 days after appointment of the Mishap Investigation Board.
- g. **Safety Concerns, Hazards, and non-reportable mishaps** for contractors working **on-site** shall be reported per MPR 8715.1 and MWI 8715.13.

12. **SUBMISSION FREQUENCY:** Safety Statistics (MSFC Form 4371, IRIS entry, or an equivalent electronic submittal) - By the 10<sup>th</sup> of each month after Authority to Proceed (ATP) or contract award and submitted monthly thereafter to the MSFC Industrial Safety Branch or for work performed at MAF to the MSFC S&MA representative located at MAF, unless directed to send it to the MSFC Industrial Safety Branch. All Mishaps: Monthly Follow-up Corrective Action Plan/Status until corrective actions implemented and closure received by updating the mishap 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, unless directed to send it to the MSFC Industrial Safety Branch.

13. **REMARKS:**

14. **INTERRELATIONSHIP:** DRD 1411SA-001, *Safety, Health, and Environmental (SHE) Plan*. PWS paragraph 2.3

15. **DATA PREPARATION INFORMATION:**

15.1 **SCOPE:** For the government to be notified by the contractor of all contractor mishaps, close calls, and serious non-occupational injuries or illnesses as required in NPR 8621.1 and MWI 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:** Initial and follow-up mishap reports shall contain all information required by NPR 8621.1 and MWI 8621.1. Mishap and Safety Statistics Reports shall contain the information listed in 11.a.2 and on the MSFC Form 4371.

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 11.a.2.
- b. Mishap Investigation Board Report using the format provided in NPR 8621.1.
- c. Additional Information Submittal per MWI 8621.1.

## DRD Continuation Sheet

**TITLE:** On-site Mishap and Safety Statistics Reports

**DRD NO.:** 1411SA-002

**DATA TYPE:** 3

**PAGE:** 3/3

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

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 \$2 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 \$500,000 but less than \$2,000,000.

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 \$50,000 but less than \$500,000.

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 \$50,000.

Off-site. Work is physically located at a facility or on property that is **not owned or controlled by MSFC**. This is normally considered as a contractor owned facility or property or other NASA Center.

On-site. Work is physically located at MSFC, MAF or on property that is **owned or controlled by MSFC**.

ATTACHMENT J-3  
PERFORMANCE REQUIREMENTS SUMMARY  
(PRS)

George C. Marshall Space Flight Center  
Marshall Space Flight Center, AL

Office of Strategic Analysis and Communications  
(OSAC)  
Strategic Analysis and Communications  
Support Services  
(COMMSS)

## ATTACHMENT J-3

## PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The Contract Requirements (CR) listed in this PRS summarizes specific Firm Fixed Price (FFP) and Indefinite Delivery Indefinite Quantity (IDIQ) tasks that are to be performed under this contract. The Performance Requirements (PRs) associated with each CR are shown in the PRS and include:

1. Work Requirements (WR) - A series of subtasks associated with each particular CR is listed in Column 2 of the PRS.
2. Performance Measure and Performance Standards - Specific measures and standards associated with each WR are listed in Columns 3 and 4.
3. The Acceptable Performance Level (APL) for each WR is identified in Column 5 of the PRS. The APL is the incident rate for a monthly population of services which, when exceeded, indicates that the Contractor's quality control is unsatisfactory. The APL is expressed as a number of incidents per period of time. If the incident rate exceeds the maximum number of incidents stated in the PRS in any of the WR, deductions may also be taken under the Program Management portion of the PRS depending upon the severity of the incident.
4. Method of Surveillance - Column 6 outlines the evaluation tools and techniques that will be used to assess Contractor performance of WRs to established measures and standards. The Government is not limited to the tools or techniques listed; others may be implemented as required.
5. Timeliness APL for All Work - The APL reflects units of work per period of time (annually, monthly or quarterly) and allotted response/completion time with defined deductions.
6. Quality or Documentation APL for All Work - The APL reflects work units that do not meet specified requirements and standards. Example: If the APL allows two (2) incidents, when the third incident occurs deductions will be made.
7. Clause Relationships - See Clause B.4, Price Deductions for Failure to Meet Acceptable Performance Levels (APLs), for relationship to the PRS.
8. IDIQ – The specific PRS for IDIQ support will be provided with IDIQ task orders.
9. Method of Deduction – See PRS.

**PERFORMANCE REQUIREMENTS SUMMARY**

**PWS Section 1- Function: General Contract Requirements to Include Program Management Efforts**

**FFP**

<b>PRS No.</b>	<b>Contract Requirement</b>	<b>Performance Measure</b>	<b>Performance Standards</b>	<b>Acceptable Performance Level (APL)</b>	<b>Method of Surveillance</b>
PRS-1	PWS 2.0 (2.1-2.6)	Effectiveness of Program Management All contractor personnel are properly trained, certified and qualified to perform the tasks in the PWS.	<p>The contractor shall provide planning, integration and management of all contract activities to ensure disciplines and quality performance of work and timely application of resources necessary for work completion. Provide prompt and accurate Data Requirements Description (DRD) reports, plans, and schedules. Products must consider agency and MSFC policy, meet all content requirements and be free of content errors. Integrate messaging across OSAC organizations and products.</p> <p>Certification, qualification and training of personnel will be documented in the contractor’s Management Plan (DRD 1411MA-001).</p> <p>Training, certification, and qualification standards defined in J.-1(PWS), J-16 (Position Descriptions) and Clause H.19 of the OSAC COMMSS contract shall be met by all contractor and subcontractor employees.</p>	<p>Timeliness/Schedule will not be slipped on any deliverable without written permission of the Contracting Officer and Contracting Officer Technical Representative.</p> <p align="center"><b>≤1 Incident</b></p> <p align="center"><u>Deduction Schedule</u></p> <p>2 or more incidents = \$5,000 deduct</p> <p>Products, reports, plans and schedules must consider agency and MSFC policy and meet all content requirements.</p> <p align="center"><b>≤1 Incident</b></p> <p>100% of staff shall have required qualifications, experience and/or skill levels for specific contract functions.</p> <p align="center"><b>≤1 Incident</b></p> <p align="center"><u>Deduction Schedule</u></p> <p>2 or more incidents = \$1,000 Deduct</p> <p align="center">Quarterly</p>	Review of contractor submitted data, spot inspection, and customer feedback. Review of contractor assigned personnel.

**PERFORMANCE REQUIREMENTS SUMMARY**

**PWS Section 1- Function: General Contract Requirements to Include Program Management Efforts**

**FFP**

<b>PRS No.</b>	<b>Contract Requirement</b>	<b>Performance Measure</b>	<b>Performance Standards</b>	<b>Acceptable Performance Level (APL)</b>	<b>Method of Surveillance</b>
PRS-2	PWS 2.0 (2.1-2.6)	<p>Safety Health and Environmental Plan in accordance with MPR 8715.1</p> <p>System and worksite hazard analysis</p> <p>Hazard prevention and control</p> <p>Environmental compliance</p>	<p>Administer and perform the Safety Health and Environmental Program in accordance with the Safety Health and Environmental Plan (DRD 1411SA-001).</p> <p>No major audit findings in accordance with Safety Health and Environmental Plan.</p> <p>Performed and maintained in accordance the Safety, Health and Environmental Plan.</p> <p>No major findings or fines.</p>	<p>100% of compliance</p> <p><b>0 incidents</b></p> <p><u>Deduction Schedule</u></p> <p>1 or more major findings = \$5,000 deduct</p> <p>Missed safety milestones (meetings, inspections, audits, document reviews, etc.)</p> <p><b>≤1 incident</b></p> <p><u>Deduction Schedule</u></p> <p>2 or more incidents = \$1,000 deduct per incident.</p> <p align="center">Quarterly</p>	<p>Customer comments, periodic inspections, audit findings, and reports. Safety audits and walk through inspections</p>
PRS-3	PWS 2.0 (2.1-2.6) Contractor Government Property Management	Effectiveness of Government Property Management.	<p>The contractor shall manage all property under this contract in accordance with the Government Property Management Plan (DRD 1411LS-001)</p> <p>An incident is lost, stolen or damaged property that is not reported.</p>	<p><b>0 Incidents</b></p> <p><u>Deduction Schedule</u></p> <p>1-2 incidents = \$500 deduct 3-5 incidents = \$1000 deduct 6 or more incidents = \$3,000 deduct</p> <p align="center">Quarterly</p>	<p>Review the contractor's MSFC government property audit report for any discrepancies. Additionally, the COTR/CO will periodically perform spot checks of government property against the contractor generated government property list.</p>

**PERFORMANCE REQUIREMENTS SUMMARY**

**PWS Section 1- Function: General Contract Requirements to Include Program Management Efforts**

**FFP**

<b>PRS No.</b>	<b>Contract Requirement</b>	<b>Performance Measure</b>	<b>Performance Standards</b>	<b>Acceptable Performance Level (APL)</b>	<b>Method of Surveillance</b>
PRS-4	PWS 3.0 Strategic Research and Analysis	Quality  Timeliness	The accuracy of the products and services will have $\leq 3$ content errors on a quarterly basis. The contractor shall meet all product and service deadlines as mutually agreed upon and documented by customer and contractor.	Plans, products and analysis must consider agency and MSFC policy, meet all content requirements and be free of content errors: <b>&lt;3 Incidents</b> <u>Deduction Schedule</u> 4-5 Incidents = \$500 Deduct 6-9 Incidents = \$1,000 Deduct 10 or more Incidents = \$3,000 Deduct  Failure to develop and deliver timely products at agreed upon deadline = \$500.  Quarterly	Review of contactor submitted communication products. Editorial review of supplied documents.

**PERFORMANCE REQUIREMENTS SUMMARY**

**PWS Section 1- Function: General Contract Requirements to Include Program Management Efforts**

**FFP**

PRS No.	Contract Requirement	Performance Measure	Performance Standards	Acceptable Performance Level (APL)	Method of Surveillance
PRS-5	PWS 4.0 Communication Strategy, Planning and Messaging	Quality  Timeliness	The contractor shall incorporate the results of strategic research and analysis to assist the Center in ensuring communication strategies, planning and message management activities are integrated and aligned with Agency direction and guidance and MSFC’s mission assignments. The contractor shall document integration of messages among communication vehicles and repurposing of content for efficiency and results. The contractor shall provide proposed recommendations for the development and continuing enhancement of communication goals and strategies consistent with MSFC’s mission assignments. The contractor shall produce a Strategic Communications Plan for OSAC/MSFC annually. The contractor shall meet all product and service deadlines as mutually agreed upon and documented by customer and contractor.	<p>MSFC Strategic Communication Plan – Annually: Failure to develop and deliver plan that considers agency and MSFC policy at the agreed upon deadline = \$3000 Deduct.</p> <p>Communications Plans and Products - as required by customer: Failure to develop and deliver timely products at agreed upon deadline = \$500 Deduct.</p> <p>Plans and messages must consider agency and MSFC policy, meet all content requirements, and be free of content errors:</p> <p align="center"><b>&lt;3 Incidents</b></p> <p align="center"><u>Deduction Schedule</u></p> <p align="center">4-5 Incidents = \$500 Deduct 6-9 Incidents = \$1000 Deduct 10 or more Incidents = \$3,000 Deduct</p> <p align="center">Quarterly</p>	Review of contractor submitted communication products Editorial review of supplied documents.

**PERFORMANCE REQUIREMENTS SUMMARY**

**PWS Section 1- Function: General Contract Requirements to Include Program Management Efforts**

**FFP**

<b>PRS No.</b>	<b>Contract Requirement</b>	<b>Performance Measure</b>	<b>Performance Standards</b>	<b>Acceptable Performance Level (APL)</b>	<b>Method of Surveillance</b>
PRS-6	A) PWS 5.1 Communication Product Development/ Delivery: Center Collateral Development	Quality  Timeliness	The products and services will meet all publication requirements with ≤3 content errors on a quarterly basis. The contractor shall meet all product and service deadlines as mutually agreed upon and documented by customer and contractor.	Products must consider agency and MSFC policy, meet all content requirements and be free of content errors: <b>≤3 Incidents per each Contract Requirement Section (A-D)</b> <u>Deduction Schedule</u> 4-5 Incidents per Section = \$500 Deduct 6-9 Incidents per Section = \$1000 Deduct 10 or more Incidents per Section = \$3,000 Deduct  Failure to develop and deliver timely products after agreed upon deadline = \$500 Deduct. Quarterly	Review of contractor submitted communication products. Editorial review of supplied documents.  Periodic Inspections, customer comments and reports for PWS 5.9.
	B) PWS 5.2 Communication Services and Product Development/ Delivery: Executive Communication				
	C) PWS 5.0, 5.3 -5.8 Communication Services and Product Development Delivery				
	D) PWS 5.9 Exhibit Design/Fabrication				

ATTACHMENT J-4

OSAC COMMISS IDIQ LABOR RATE SCHEDULE

George C. Marshall Space Flight Center  
Marshall Space Flight Center, AL

Office of Strategic Analysis and Communications  
(OSAC)

Strategic Analysis and Communications  
Support Services  
(COMMISS)

ATTACHMENT J-4

OSAC COMMSS IDIQ LABOR RATE SCHEDULE

OSAC COMMSS IDIQ LABOR RATE SCHEDULE

The pricing schedule attached herein in Attachment J-4, OSAC COMMSS IDIQ Labor Rate Schedule shall be used to price all Indefinite Delivery/Indefinite Quantity (IDIQ) Task Orders in support of this Order. The Contractor shall not exceed the hourly labor rates specified in this attachment for pricing all task orders contemplated or issued in accordance with Clause H.2, 1852.216-80, Task Ordering Procedure, and H.3, Supplemental Task Ordering Procedures and Work Request Process for COMMSS.

The fully burdened rates contained herein shall be inclusive of all indirect rates and profit including any indirect profit applied to subcontractor rates by the contractor.

NOTE: Proposed contract position descriptions shall be mapped to the Quoter's GSA Schedule position descriptions.

Page 141 redacted for the following reason:

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(b)(4)

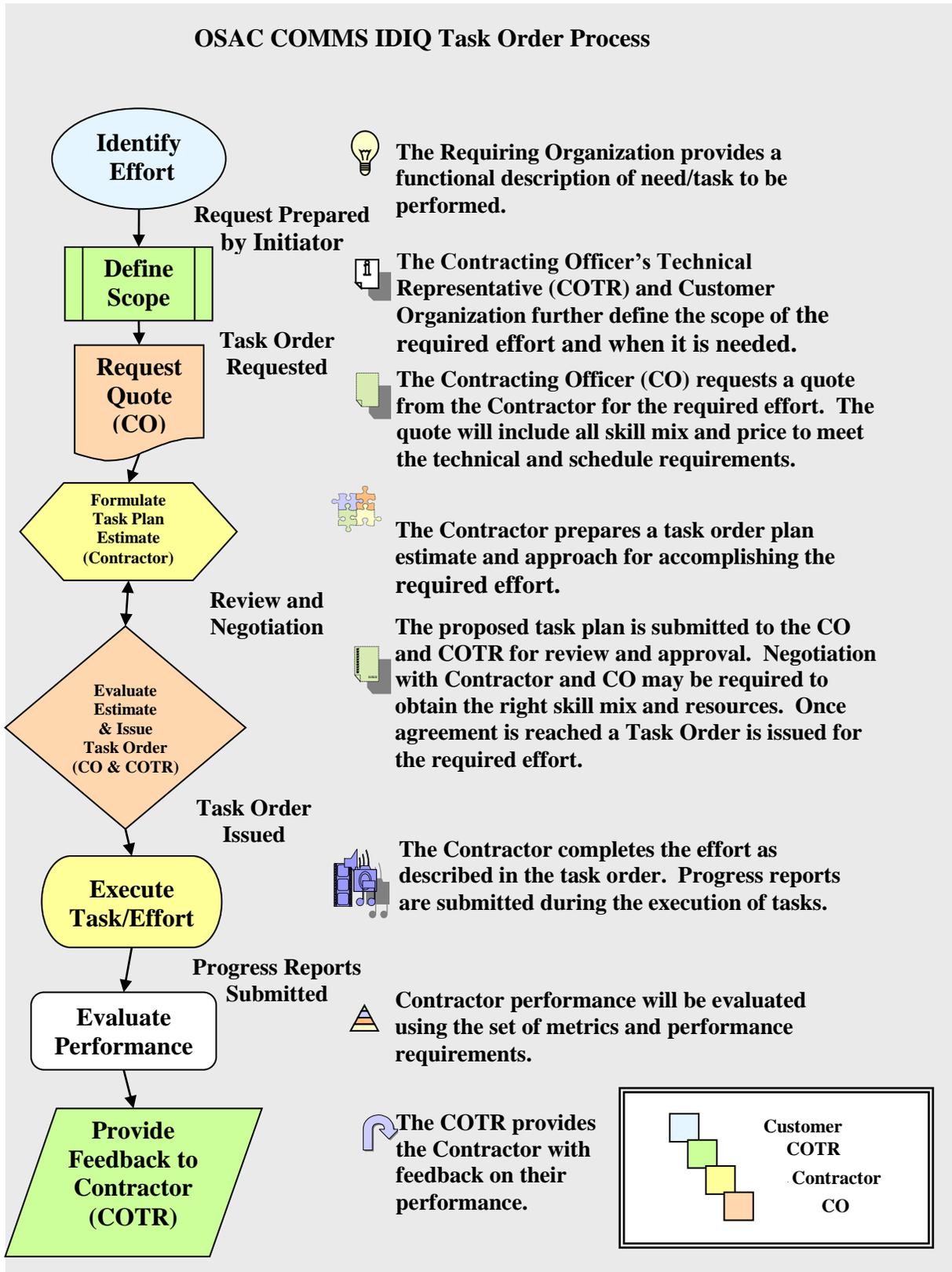
ATTACHMENT J-5

OSAC COMMSS IDIQ TASK ORDER PROCESS

George C. Marshall Space Flight Center  
Marshall Space Flight Center, AL

Office of Strategic Analysis and Communications  
(OSAC)  
Strategic Analysis and Communications  
Support Services  
(COMMSS)

ATTACHMENT J-5



ATTACHMENT J-6

TASK ORDER (TO) SUMMARY

George C. Marshall Space Flight Center  
Marshall Space Flight Center, AL

Office of Strategic Analysis and Communications  
(OSAC)  
Strategic Analysis and Communications  
Support Services  
(COMMSS)



ATTACHMENT J-7

PERSONAL IDENTITY VERIFICATION (PIV)  
PROCEDURES

George C. Marshall Space Flight Center  
Marshall Space Flight Center, AL

Office of Strategic Analysis and Communications  
(OSAC)  
Strategic Analysis and Communications  
Support Services  
(COMMSS)

## ATTACHMENT J-7

## PERSONAL IDENTITY VERIFICATION (PIV) PROCEDURES

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

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

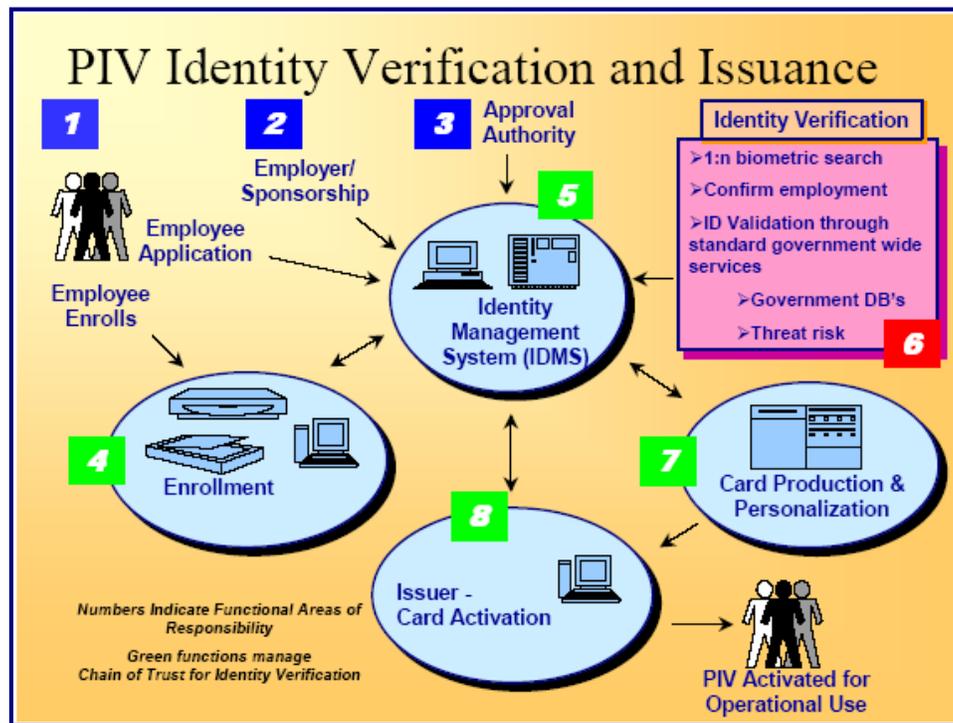


Figure A-1, FIPS 201, Appendix A

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

Step 1:

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

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

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

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

Step 2:

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

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

Step 3:

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

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

Step 4:

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

Step 5:

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

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

Step 6:

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

Step 7:

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

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

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

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

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

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

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

ATTACHMENT J-8  
WAGE DETERMINATION

George C. Marshall Space Flight Center  
Marshall Space Flight Center, AL

Office of Strategic Analysis and Communications  
(OSAC)  
Strategic Analysis and Communications  
Support Services  
(COMMSS)

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

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

Daniel W. Simms                      Division of  
Director                              Wage Determinations

Wage Determination No.: 2005-2008  
Revision No.: 21  
Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: Alabama, Tennessee

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.47
01012 - Accounting Clerk II		14.65
01013 - Accounting Clerk III		16.77
01020 - Administrative Assistant		21.27
01040 - Court Reporter		17.16
01051 - Data Entry Operator I		11.95
01052 - Data Entry Operator II		13.89
01060 - Dispatcher, Motor Vehicle		16.31
01070 - Document Preparation Clerk		12.47
01090 - Duplicating Machine Operator		12.47
01111 - General Clerk I		10.88
01112 - General Clerk II		11.87
01113 - General Clerk III		13.86
01120 - Housing Referral Assistant		19.14
01141 - Messenger Courier		10.07
01191 - Order Clerk I		12.66
01192 - Order Clerk II		15.27
01261 - Personnel Assistant (Employment) I		14.18
01262 - Personnel Assistant (Employment) II		15.86
01263 - Personnel Assistant (Employment) III		17.70
01270 - Production Control Clerk		19.18
01280 - Receptionist		11.86
01290 - Rental Clerk		12.97
01300 - Scheduler, Maintenance		15.32
01311 - Secretary I		15.32
01312 - Secretary II		17.16
01313 - Secretary III		19.14
01320 - Service Order Dispatcher		13.83

01410 - Supply Technician	21.27
01420 - Survey Worker	16.81
01531 - Travel Clerk I	11.08
01532 - Travel Clerk II	11.72
01533 - Travel Clerk III	12.50
01611 - Word Processor I	13.12
01612 - Word Processor II	14.73
01613 - Word Processor III	16.48
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.25
05010 - Automotive Electrician	18.61
05040 - Automotive Glass Installer	17.74
05070 - Automotive Worker	17.74
05110 - Mobile Equipment Servicer	16.08
05130 - Motor Equipment Metal Mechanic	19.47
05160 - Motor Equipment Metal Worker	17.74
05190 - Motor Vehicle Mechanic	17.78
05220 - Motor Vehicle Mechanic Helper	13.93
05250 - Motor Vehicle Upholstery Worker	16.93
05280 - Motor Vehicle Wrecker	17.74
05310 - Painter, Automotive	17.00
05340 - Radiator Repair Specialist	17.74
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	19.47
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.24
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.82
07130 - Food Service Worker	8.09
07210 - Meat Cutter	14.21
07260 - Waiter/Waitress	7.90
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.28
11060 - Elevator Operator	10.02
11090 - Gardener	12.11
11122 - Housekeeping Aide	10.02
11150 - Janitor	10.02
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	8.67
11260 - Pruner	9.28
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	10.97
12000 - Health Occupations	
12010 - Ambulance Driver	15.85
12011 - Breath Alcohol Technician	16.00
12012 - Certified Occupational Therapist Assistant	21.95
12015 - Certified Physical Therapist Assistant	21.95
12020 - Dental Assistant	16.00
12025 - Dental Hygienist	22.48
12030 - EKG Technician	23.45
12035 - Electroneurodiagnostic Technologist	23.45
12040 - Emergency Medical Technician	15.85

12071 - Licensed Practical Nurse I	14.30
12072 - Licensed Practical Nurse II	16.00
12073 - Licensed Practical Nurse III	17.84
12100 - Medical Assistant	11.87
12130 - Medical Laboratory Technician	14.07
12160 - Medical Record Clerk	12.41
12190 - Medical Record Technician	14.96
12195 - Medical Transcriptionist	13.59
12210 - Nuclear Medicine Technologist	30.65
12221 - Nursing Assistant I	9.43
12222 - Nursing Assistant II	10.61
12223 - Nursing Assistant III	11.57
12224 - Nursing Assistant IV	12.99
12235 - Optical Dispenser	15.05
12236 - Optical Technician	12.56
12250 - Pharmacy Technician	13.36
12280 - Phlebotomist	12.99
12305 - Radiologic Technologist	23.95
12311 - Registered Nurse I	22.94
12312 - Registered Nurse II	28.08
12313 - Registered Nurse II, Specialist	28.08
12314 - Registered Nurse III	33.97
12315 - Registered Nurse III, Anesthetist	33.97
12316 - Registered Nurse IV	40.70
12317 - Scheduler (Drug and Alcohol Testing)	19.83
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.09
13012 - Exhibits Specialist II	24.89
13013 - Exhibits Specialist III	30.45
13041 - Illustrator I	20.09
13042 - Illustrator II	24.89
13043 - Illustrator III	30.45
13047 - Librarian	27.56
13050 - Library Aide/Clerk	15.94
13054 - Library Information Technology Systems Administrator	24.89
13058 - Library Technician	16.14
13061 - Media Specialist I	17.96
13062 - Media Specialist II	20.09
13063 - Media Specialist III	22.40
13071 - Photographer I	16.19
13072 - Photographer II	18.70
13073 - Photographer III	22.40
13074 - Photographer IV	27.38
13075 - Photographer V	33.23
13110 - Video Teleconference Technician	17.96
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.55
14042 - Computer Operator II	19.13
14043 - Computer Operator III	20.49
14044 - Computer Operator IV	26.16
14045 - Computer Operator V	27.62
14071 - Computer Programmer I	25.00
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.55
14160 - Personal Computer Support Technician	26.16

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.35
15020 - Aircrew Training Devices Instructor (Rated)	35.52
15030 - Air Crew Training Devices Instructor (Pilot)	36.76
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	30.52
15070 - Flight Instructor (Pilot)	36.76
15080 - Graphic Artist	22.01
15090 - Technical Instructor	18.91
15095 - Technical Instructor/Course Developer	23.11
15110 - Test Proctor	17.16
15120 - Tutor	17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.30
16030 - Counter Attendant	8.30
16040 - Dry Cleaner	10.44
16070 - Finisher, Flatwork, Machine	8.30
16090 - Presser, Hand	8.30
16110 - Presser, Machine, Drycleaning	8.30
16130 - Presser, Machine, Shirts	8.30
16160 - Presser, Machine, Wearing Apparel, Laundry	8.30
16190 - Sewing Machine Operator	11.03
16220 - Tailor	11.64
16250 - Washer, Machine	9.00
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.44
19040 - Tool And Die Maker	29.82
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.82
21030 - Material Coordinator	19.18
21040 - Material Expediter	19.18
21050 - Material Handling Laborer	10.48
21071 - Order Filler	10.87
21080 - Production Line Worker (Food Processing)	14.82
21110 - Shipping Packer	12.98
21130 - Shipping/Receiving Clerk	12.98
21140 - Store Worker I	12.06
21150 - Stock Clerk	16.35
21210 - Tools And Parts Attendant	14.82
21410 - Warehouse Specialist	14.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.61
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	23.35
23023 - Aircraft Mechanic III	24.52
23040 - Aircraft Mechanic Helper	17.44
23050 - Aircraft, Painter	19.32
23060 - Aircraft Servicer	19.34
23080 - Aircraft Worker	20.27
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.66
23125 - Cable Splicer	19.76
23130 - Carpenter, Maintenance	17.56
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	23.21
23181 - Electronics Technician Maintenance I	19.44
23182 - Electronics Technician Maintenance II	25.55
23183 - Electronics Technician Maintenance III	26.62
23260 - Fabric Worker	16.54
23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72

23311 - Fuel Distribution System Mechanic	18.79
23312 - Fuel Distribution System Operator	16.80
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	19.34
23382 - Ground Support Equipment Worker	20.27
23391 - Gunsmith I	15.48
23392 - Gunsmith II	17.06
23393 - Gunsmith III	18.83
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.30
23430 - Heavy Equipment Mechanic	20.43
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	22.82
23465 - Laboratory/Shelter Mechanic	17.99
23470 - Laborer	11.36
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	18.59
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	22.82
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.74
23640 - Millwright	20.67
23710 - Office Appliance Repairer	22.90
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	19.29
23810 - Plumber, Maintenance	18.43
23820 - Pneudraulic Systems Mechanic	18.83
23850 - Rigger	18.83
23870 - Scale Mechanic	17.29
23890 - Sheet-Metal Worker, Maintenance	18.81
23910 - Small Engine Mechanic	17.06
23931 - Telecommunications Mechanic I	18.89
23932 - Telecommunications Mechanic II	20.87
23950 - Telephone Lineman	19.60
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.83
23970 - Woodcraft Worker	18.83
23980 - Woodworker	16.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.56
24580 - Child Care Center Clerk	10.68
24610 - Chore Aide	10.19
24620 - Family Readiness And Support Services Coordinator	12.61
24630 - Homemaker	13.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.75
25040 - Sewage Plant Operator	19.88
25070 - Stationary Engineer	20.75
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	19.88
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.83
27007 - Baggage Inspector	10.85
27008 - Corrections Officer	15.28
27010 - Court Security Officer	16.82
27030 - Detection Dog Handler	13.55

27040 - Detention Officer	15.28
27070 - Firefighter	16.82
27101 - Guard I	10.85
27102 - Guard II	13.55
27131 - Police Officer I	18.64
27132 - Police Officer II	20.71
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.11
28042 - Carnival Equipment Repairer	10.62
28043 - Carnival Equipment Worker	8.38
28210 - Gate Attendant/Gate Tender	14.06
28310 - Lifeguard	12.21
28350 - Park Attendant (Aide)	15.73
28510 - Recreation Aide/Health Facility Attendant	11.48
28515 - Recreation Specialist	17.94
28630 - Sports Official	12.53
28690 - Swimming Pool Operator	15.65
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.70
29020 - Hatch Tender	17.70
29030 - Line Handler	17.70
29041 - Stevedore I	16.90
29042 - Stevedore II	18.56
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	18.60
30022 - Archeological Technician II	20.81
30023 - Archeological Technician III	25.48
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	22.83
30061 - Drafter/CAD Operator I	18.60
30062 - Drafter/CAD Operator II	20.81
30063 - Drafter/CAD Operator III	23.21
30064 - Drafter/CAD Operator IV	28.55
30081 - Engineering Technician I	15.98
30082 - Engineering Technician II	18.00
30083 - Engineering Technician III	21.00
30084 - Engineering Technician IV	28.62
30085 - Engineering Technician V	33.81
30086 - Engineering Technician VI	40.89
30090 - Environmental Technician	25.48
30210 - Laboratory Technician	18.92
30240 - Mathematical Technician	25.48
30361 - Paralegal/Legal Assistant I	18.54
30362 - Paralegal/Legal Assistant II	22.98
30363 - Paralegal/Legal Assistant III	28.11
30364 - Paralegal/Legal Assistant IV	34.01
30390 - Photo-Optics Technician	25.48
30461 - Technical Writer I	21.30
30462 - Technical Writer II	26.06
30463 - Technical Writer III	31.52
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 3) 23.21
30621 - Weather Observer, Senior	(see 3) 25.48

31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.71
31030 - Bus Driver	13.94
31043 - Driver Courier	14.96
31260 - Parking and Lot Attendant	10.11
31290 - Shuttle Bus Driver	16.25
31310 - Taxi Driver	10.90
31361 - Truckdriver, Light	16.25
31362 - Truckdriver, Medium	16.82
31363 - Truckdriver, Heavy	17.62
31364 - Truckdriver, Tractor-Trailer	17.62
99000 - Miscellaneous Occupations	
99030 - Cashier	9.30
99050 - Desk Clerk	8.43
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	8.61
99252 - Laboratory Animal Caretaker II	13.46
99310 - Mortician	22.65
99410 - Pest Controller	12.76
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	14.15
99711 - Recycling Specialist	16.30
99730 - Refuse Collector	12.79
99810 - Sales Clerk	11.63
99820 - School Crossing Guard	12.71
99830 - Survey Party Chief	17.75
99831 - Surveying Aide	10.94
99832 - Surveying Technician	14.97
99840 - Vending Machine Attendant	13.90
99841 - Vending Machine Repairer	15.93
99842 - Vending Machine Repairer Helper	13.90

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.27 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

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

**THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:**

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does

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

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

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

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

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

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